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ACCESS SERVICE

18. Incidental Interlata Service

A customer ordering Incidental InterLATA Service must, at a minimum, subscribe to a telephone company originating access service.

18.1 Miscellaneous Services

18.1.1 Incidental InterLATA SS7 Transport (SS7 Transport)

(A) General Description

The provision of SS7 Transport on an interLATA basis by the Telephone Company is limited to SS7 signaling used in connection with the provision of telephone exchange services or exchange access by a local exchange carrier, and to common carriers offering interLATA services at any location within the area in which the Telephone Company provides telephone exchange services or exchange access.

ACCESS SERVICE

18. Incidental InterLATA Service (Cont'd)

18.1 Miscellaneous Services (Cont'd)

18.1.1 Incidental InterLATA SS7 Transport (SS7 Transport) (Cont'd)

(B) Rate Regulations

This option requires a SS7 Signaling Connection between the Customer's signaling point of interface (SPOI) and the Telephone Company's Signaling Transfer Point (STP), as set forth in 6.1.3(A),(4) preceding. Beyond the facility charges described in Section 6.8.10, there are no additional charges associated with this feature.

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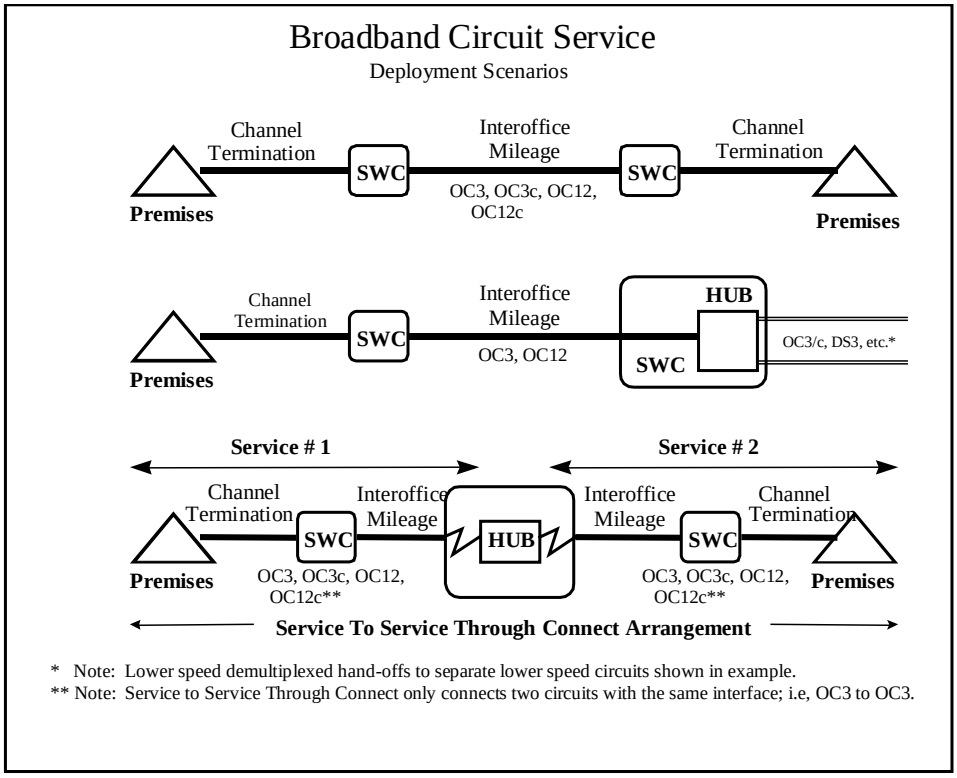
ACCESS SERVICE

20. Broadband Circuit Service

20.1 General Description

Broadband Circuit Service (BCS) is a special access service which transports SONET optical rate capacities between two end points. BCS can be provided between two customer designated premises when provisioned for OC-3 (155.520 Mbps), OC-3c (155.520 Mbps concatenated), OC-12 (622.080 Mbps), and OC-12c (622.080 Mbps concatenated). BCS is only available where facilities and equipment exist.

When provisioned for non-concatenated OC-3 (155.520 Mbps) and OC-12 (622.080 Mbps), BCS is provided under three topologies. These include: A) between two customer designated premises; B) between a customer designated premises and a Telephone Company Hub Central Office; and C) a Service-to-Service Through Connect Arrangement between a Telephone Company Hub Central Office and another compatible Telephone Company provided special access service, such as another BCS circuit with the same speed and interface type. These deployment scenarios are shown below.



* Note: Lower speed demultiplexed hand-offs to separate lower speed circuits shown in example.
** Note: Service to Service Through Connect only connects two circuits with the same interface; i.e, OC3 to OC3.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.1 General Description (Cont'd)

BCS circuits are configured based on customer requirements provided to the Telephone Company at the time of ordering. BCS does not extend the SONET Data Communications Channel overhead across the Network Interface to the customer's equipment. BCS may be configured in the following ways:

A. OC-3:

1. Three STS-1 (Synchronous Transport Signal) channels which each contain:

- One asynchronous DS3 that is STS-1 Mapped (BCS Default Configuration);
- Up to 28 asynchronous DS1s that are VT-Mapped; or
- An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via the Central Office Multiplexing optional feature to DS1 or DS3 services within the Telephone Company's network as in Section 20.2(D)(3) following.

2. A single concatenated STS-3c channel.

B. OC-12:

1. Twelve STS-1 channels which each contain:

- One asynchronous DS3 that is STS-1 Mapped (BCS Default Configuration);
- Up to 28 asynchronous DS1s that are VT-Mapped; or
- An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via the Central Office Multiplexing optional feature to DS1 or DS3 services within the Telephone Company's network as in Section 20.2(D)(3) following.

2. Four concatenated STS-3c channels;

3. From one to three STS-3c channels mixed with from three to nine STS-1 channels subject to the utilization of the total OC-12 capacity;

4. A single concatenated STS-12c channel.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.1 General Description (Cont'd)

The customer is responsible for providing, at the time of ordering, the required STS signal configuration to be contained in each OC-3 and OC-12 BCS circuit. This information is required for routing and connection purposes in the network. (Note: BCS will be configured for asynchronous DS3 that is STS-1 Mapped if the customer does not provide the STS signal configuration at the time the service is ordered.)

If the customer elects to modify the STS-1 configuration of an existing premises-to-premises, non-concatenated OC-12 BCS that involves lower speed concatenated signals (i.e., STS-3c), an OC-12 STS-1 Channel Reconfiguration Charge will apply per customer initiated change as set forth in Section 20.2(L)(3) and 20.3.2(F) following.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations

This section contains the specific regulations governing the rates and charges which may apply to BCS. The rates and charges in effect at the time the BCS is installed and accepted by the customer are the rates and charges which will be billed to the customer requesting the service. The rates and charges in effect at the time may not be the same as those rates and charges in effect at the time the customer requests the service.

If the Telephone Company initiates rate changes resulting in a decrease of rates for an existing service with a 3 or 5 year billing period, those rate changes will be passed along to the customer. Rate changes resulting in an increase of rates for an existing service with a 3 or 5 year billing period will not exceed the original rate for that selected billing period. Rate changes may occur as a result of F.C.C. action.

The four basic rate categories for BCS are Channel Termination, Interoffice Mileage, Service-to-Service Through Connect Arrangement, and Optional Features.

A. Channel Termination (CT)

The CT provides for the communications path between a customer designated premises and the serving wire center. CTs are only offered without terminal equipment at the customer's designated premises.

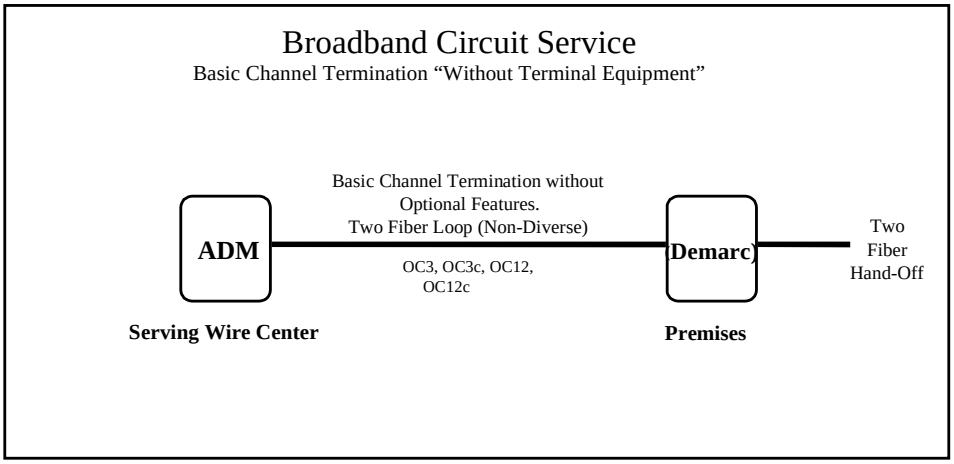
Without terminal equipment is defined as a CT without the Telephone Company's Add-Drop Multiplexer (ADM) located on the customer's premises. A BCS CT is terminated at a demarc that hands-off either two or four fiber optic strands to the customer depending on the optional features ordered. The customer is required to provide an ADM that is compatible with the Telephone Company's ADM in the serving wire center as is described in Technical Publication GR-253-CORE. BCS does not extend the SONET Data Communications Channel overhead across the Network Interface to the customer's equipment. The figure following illustrates a deployment scenario where customers might order a basic CT without Equipment Protection (EP) or Loop Redundancy (LR) optional features. (C)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

A. Channel Termination (CT) (Cont'd)



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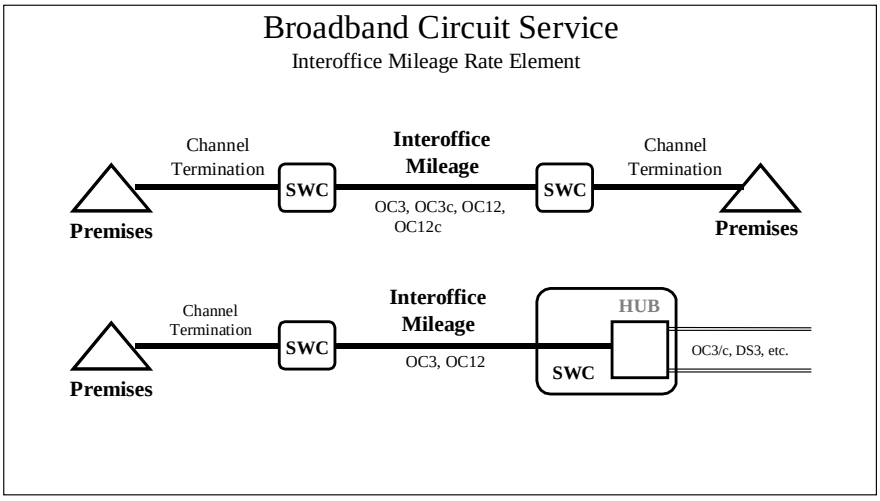
B. Interoffice Mileage (IM)

IM provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center and a Telephone Company Hub Central Office, or between two Telephone Company Hub Central Offices. The figure below illustrates two deployment scenarios that involve IM.



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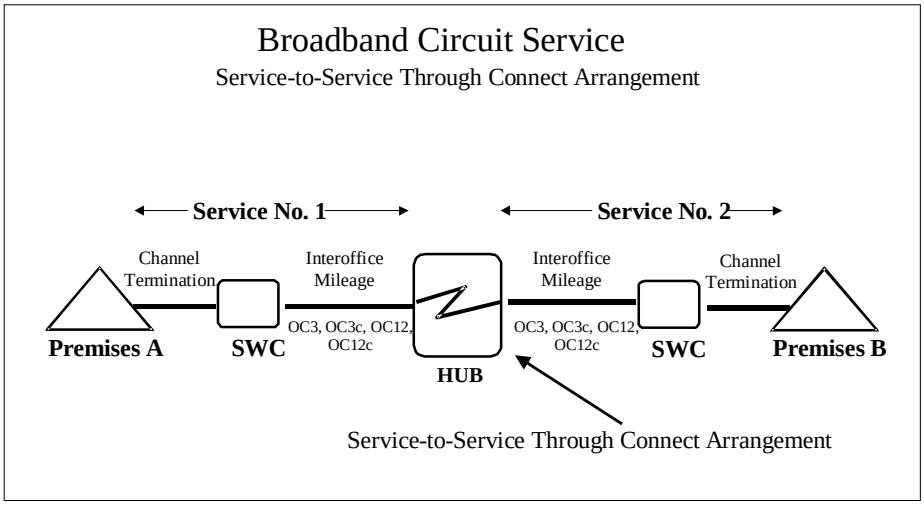
20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

C. Service-to-Service Through Connect Arrangement

1. A Service-to-Service Through Connect Arrangement provides for an interconnection of two BCS circuits with the same speed and interface, or a like-speed and interface BCS circuit associated with another compatible Telephone Company provided special access service as provided by the tariff. The figure below illustrates the Service-to-Service Through Connect Arrangement. (T)



2. *Interconnection Arrangement with Other Special Access Services provides for a BCS Circuit to interconnect with Special Access Services of a higher speed via a cross-connect facility in the following manner: (N)

a. BCS OC-3/OC-3c with SONET Ring and Access Service (SRAS) OC-12
b. BCS OC-3/OC-3c with SONET Ring and Access Service (SRAS) OC-48
c. BCS OC-12/OC-12c with SONET Ring and Access Service (SRAS) OC-48 (N)

* No fee will be charged for the Interconnection with Other Special Access Services arrangement.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

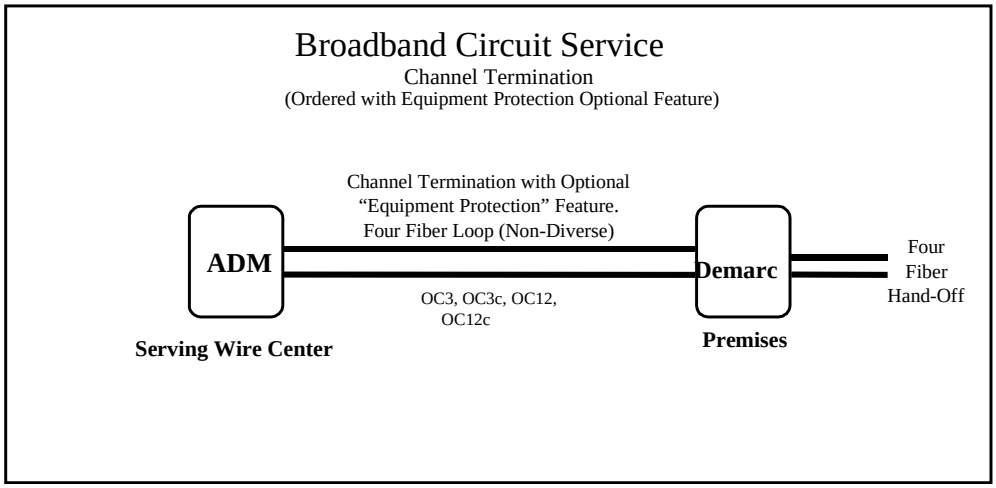
20.2 Rate Regulations (Cont'd)

D. Optional Features

1. Equipment Protection

Equipment Protection (EP) is a CT optional feature that provides for automatic restoration of BCS in the event of an equipment card failure within the Telephone Company's ADM located in the serving wire center. EP is provided via four fibers (working and protect side) in conjunction with the CT. EP does not provide for automatic loop redundancy nor any protection within the customer's ADM on their premises. EP relies upon a customer provided ADM for protection switching functions that are compatible with the Telephone Company's ADM in the serving wire center. EP is not available as a stand-alone feature with Loop Redundancy, since EP is inherent to that feature.

Customers will order EP when they require a non-diverse four fiber loop and a four fiber hand-off to enable EP on their compatible ADM customer premises equipment as in Technical Publication GR-253-CORE. The figure below illustrates when a CT is ordered with EP.



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ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

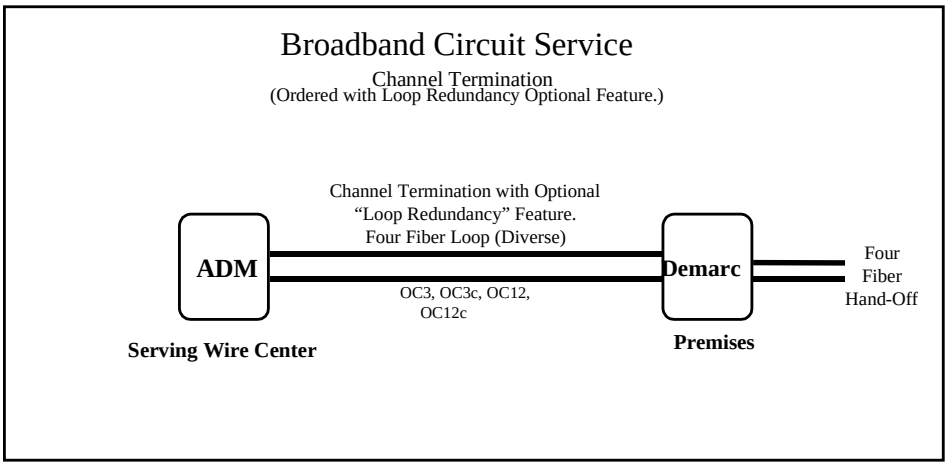
20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

2. Loop Redundancy

Loop Redundancy (LR) is a CT optional feature that provides for automatic restoration of BCS in the event of either a BCS local loop failure or an equipment line card failure. LR features two physically diverse fiber routes between the first man-hole near the customer's premises and their serving wire center, and is provisioned with a four fiber hand-off to the customer. Dual-entrance facilities into the customer's premises are not included with LR. LR relies upon a customer provided ADM for protection switching functions that are compatible with the Telephone Company's ADM in the serving wire center. To provide equipment line card protection, LR includes the EP optional feature as specified in 20.2(D)(1) preceding. LR is only available where compatible equipment and facilities exist.

A customer would order LR when they require a diverse four fiber loop and a four fiber hand-off to enable LR (and EP) capability on their Customer Premises Equipment ADM. The figure below illustrates when a CT is ordered with LR.



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ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

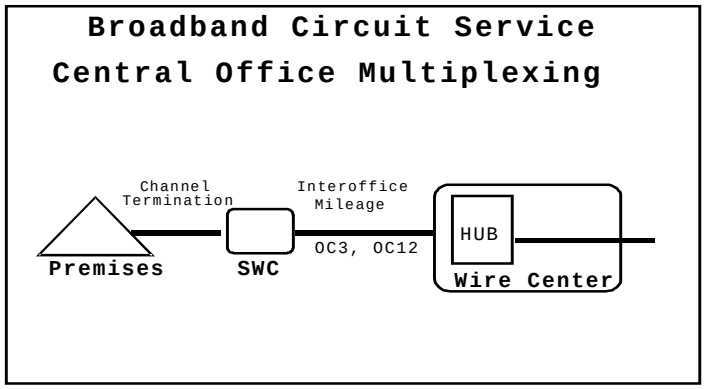
20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

3. Central Office Multiplexing

Central Office Multiplexing (CO-MUX) provides an arrangement in a Telephone Company Hub Central Office that demultiplexes a non-concatenated BCS (e.g., OC-3, OC-12) into a mix of lower speed signals. The mix of demultiplexed signals cannot exceed the maximum bandwidth of the higher speed BCS circuit terminated on CO-MUX. Availability of CO-MUX equipment is dependent upon the overall bandwidth of the high-speed circuit being terminated on the multiplexer (e.g., OC-12 BCS) and the desired lower demultiplexed speeds. If asynchronous DS-1 ports are required on an OC-12 BCS circuit, then the OC-3 CO-MUX feature and associated DS-1 ports must be ordered in addition to the OC-12 CO-MUX feature. CO-MUX can only be ordered in conjunction with a BCS circuit. The customer must provide configuration information for the entire multiplexing option at the time the order for the service is placed.

CO-MUX consists of two types of monthly charges; 1) a System Arrangement charge (use of the Central Office Multiplexer), and 2) a Port charge (by available interface and speed.) The figure below illustrates when a CT is ordered with CO-MUX.



ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

3. Central Office Multiplexing (Cont'd)

a. Central Office Multiplexing System Arrangements

1. OC-3 Central Office Multiplexing (OC-3 CO-MUX)

An OC-3 CO-MUX System Arrangement supports the maximum capacity of BCS OC-3 bandwidth with up to: 1) three asynchronous DS-3 signals; or 2) up to three groups of 28 asynchronous DS-1 signals VT-mapped to up to three STS-1 channels. A monthly charge applies to each OC-3 System Arrangement ordered. Lower-speed ports are ordered individually, as follows in 20.3.1(C)(3)(b), depending on the BCS bandwidth available.

2. OC-12 Central Office Multiplexing (OC-12 CO-MUX)[1]

An OC-12 CO-MUX System Arrangement supports the maximum capacity of BCS OC-12 bandwidth with up to: 1) twelve asynchronous DS-3 signals; or 2) up to four OC-3 channels; or 3) up to four OC-3c channels[2]. A monthly charge applies to each OC-12 System Arrangement ordered. Lower-speed ports are ordered individually, as follows in 20.3.2(C)(3)(b), depending on the BCS bandwidth available.

(1) If asynchronous DS-1 signals are to be multiplexed from an OC-12 BCS circuit, an OC-3 CO-MUX System Arrangement with associated DS-1 ports must be ordered in addition to the OC-12 CO-MUX System Arrangement with associated OC-3 port.

(2) If OC-3c circuits are ordered under the OC-12 Central Office Multiplexing Feature, the customer must originate the OC-3c at their premises. The Telephone Company cannot convert individual STS-1 signals to OC-3c channels. In addition, the customer must specify the drop port transport rates for each equivalent STS-1 transported in the BCS circuit. (For example, the customer must specify 12 STS-1s for an OC-12 BCS terminating at the Telephone Company Hub Central Office.)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

3. Central Office Multiplexing (Cont'd)

b. Central Office Multiplexing Ports

1. OC-3 BCS Central Office Multiplexing Ports

a. DS-1 Port

Converts an OC-3 signal to a maximum of 84 asynchronous DS-1 signals.

b. DS-3 Port

Converts an OC-3 signal to a maximum of three asynchronous DS-3 signals.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

3. Central Office Multiplexing (Cont'd)

b. Central Office Multiplexing Ports (Cont'd)

2. OC-12 BCS Central Office Multiplexing Ports[1]

a. DS-3 Port

Converts an OC-12 signal to a maximum of twelve asynchronous DS-3 signals.

b. OC-3 Port

Converts an OC-12 signal to a maximum of four OC-3 channels.

c. OC-3c Port[2]

Converts an OC-12 signal to a maximum of four OC-3c channels.

(1) If asynchronous DS-1 signals are to be multiplexed from an OC-12 BCS circuit, an OC-3 CO-MUX System Arrangement with associated DS-1 ports must be ordered in addition to the OC-12 CO-MUX System Arrangement with associated OC-3 port.

(2) If OC-3c circuits are ordered under the OC-12 Central Office Multiplexing Feature, the customer must originate the OC-3c at their premises. The Telephone Company cannot convert individual STS-1 signals to OC-3c channels. In addition, the customer must specify the drop port transport rates for each equivalent STS-1 transported in the BCS circuit. (For example, the customer must specify 12 STS-1s for an OC-12 BCS terminating at the Telephone Company Hub Central Office.)

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20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

D. Optional Features (Cont'd)

3. Central Office Multiplexing (Cont'd)

b. Central Office Multiplexing Ports (Cont'd)

Where compatible facilities and equipment exist, CO-MUX Ports can interconnect with other compatible Telephone Company provided special access services as supported by the tariff.

E. Monthly Rates

Monthly Rates apply to Channel Termination, Interoffice Mileage and Optional Features.

F. Nonrecurring Charges* (C)

Non-recurring charges apply to Channel Termination, Central Office Multiplexing, Equipment Protection, Loop Redundancy, Moves, Service-to-Service Through Connect Arrangements and STS-1 Reconfigurations. Nonrecurring BCS installation charges will not apply to existing similar services, filed under Section 12, Specialized Service or Arrangement, that are converted to BCS.

G. Minimum Billing Periods

The Minimum Billing Period for BCS is one year. In the event BCS is terminated prior to completion of the minimum billing period, termination liabilities as described in 20.2 (J) will apply.

(C)

* For Services ordered under MVP, refer to Section 22.3 (E)(5).

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

H. Term Pricing Plans (TPP)

1. General Description

Term Pricing Plans (TPP) are available on Channel Termination, Interoffice Mileage and Central Office Multiplexing monthly rate elements. The TPP stabilizes rates for BCS for the specified period of time. The following TPPs are available:

- Three Year TPP, or
- Five Year TPP.

2. Modifications

When additional like-speed BCS circuits are purchased, the customer may include the additional circuits in an existing TPP if:

- The customer renegotiates their TPP for a period of time equal or greater than the time remaining on the existing TPP;
- The circuits are the same speed; and
- The circuits are located between the same customer designated premises.

3. Renewals

At the end of a TPP period, the customer must select one of the following options within one month prior to the expiration date:

a. Renew the service for a three or five year TPP as provided in this tariff;
b. Elect to disconnect the service upon expiration of the billing period; or
c. Continue the service on a month-to-month basis at the current one year billing period tariff rates.

All services under an existing TPP that are not renewed within the period stated above will revert to Option 3c above and be billed at the current one year (month-to-month) tariff rates.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

H. Term Pricing Plans (TPP) (Cont'd)

4. Conversions

If there is at least one month remaining on an existing 3 year TPP, the customer may convert the service to a higher term TPP without termination liability and, at the time of the access order to convert, retain the service for the period remaining on the higher term TPP. No retroactive TPP discounts will apply prior to the order date.

For example; a customer with an existing 3 Year TPP with 11 months remaining elects to convert to a 5 Year TPP. At the time of the order, the customer will begin paying the 5 year TPP rate for the remaining period of 2 years and 11 months (35 months) on the new TPP.

I. Volume Option

The Volume Option offers rate reductions on two or more BCS circuits purchased under a three or five year TPP. The Volume Option is provided on like-speed BCS circuits ordered under the following conditions:

1. The two or more like-speed BCS circuits are on the same service order whether concatenated or non-concatenated;

2. The two or more BCS circuits are purchased under a three or five year TPP;

3. The two or more BCS circuits are ordered between the same customers designated premises; and

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

I. Volume Option (Cont'd)

4. If the one or more additional like-speed BCS circuits are ordered under the following conditions:

a. The additional circuit(s) accompany at least one or more existing non-discounted like-speed BCS circuit(s) with the same customer premises (end-points) and total at least two BCS circuits,

b. The additional circuit(s) is placed under a TPP billing period that equals or exceeds the highest remaining billing period for one of the existing BCS circuits. (e.g., If one BCS circuit is non-discounted, then a minimum three year TPP must be purchased to qualify for a Volume Option. If an existing BCS circuit has two years and 11 months left on a three year TPP, and another BCS circuit is ordered, then a minimum of a three year TPP is required for the two circuits to qualify for a Volume Option discount); and

c. Termination liabilities will apply for early disconnection of circuits.

In the event the BCS circuits are not "like-speed" (or otherwise vary in speed such as OC-3 compared to OC-12), or vary in circuit termination end-points, a separate Volume Option would be required for the circuits.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

J. Termination Liability

Termination Liability will apply in the event BCS is terminated prior to the expiration of the billing period. The termination liability will utilize the following termination percentage:

Billing Period	Termination Percentage
1 year	45%
3 year	35%
5 year	25%

The termination liability is calculated as follows:

$$\left[\begin{array}{c}\text{Monthly}\\ \text{Rate}\end{array}\right] \mathbf{X} \left[\begin{array}{c}\text{Months Remaining}\\ \text{in Billing Period}\end{array}\right] \mathbf{X} \left[\begin{array}{c}\text{Termination}\\ \text{Percentage}\end{array}\right]$$

Example: A customer with a $10,000 monthly rate terminates service with 10 months remaining in a 3 year billing period. The termination liability would be calculated as:

($10,000 x 10 mo) x (0.35) = $35,000 Termination Liability.

Under the following conditions, a termination liability will not apply:

1. The customer modifies service as set forth under Moves, (Section 20.2(K) following) as long as the customer maintains the same or greater number of BCS circuits;

2. The customer modifies service as described under Modification of Service, (Section 20.2(L) following); or

3. The customer replaces another special access service with BCS subject to the following criteria:

   a. Both BCS end points must be the same as the existing special access service end points that it replaces;
   b. The Minimum Billing Period for BCS must be greater than or equal to the remaining special access service Billing Period; and
   c. The total Minimum Billing Period revenue for BCS must be greater than or equal to the remaining Billing Period revenue for the special access service.

(This page filed under Transmittal No. 1)

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves

Moves involve a change in the physical location of one of the following:

- Service facility;
- Point of Termination at the customer's premises; or
- Customer's premises.

Move charges are dependent upon the type of move requested by the customer.

1. Service Facility Move (SFM)

A Service Facility Move is a customer-initiated move of one end of a Telephone Company Central Office distribution link (e.g., jumper cable, DSX patch cable, etc.) from one facility to another existing facility of the same or higher transmission speed. All activity associated with the SFM must occur within a single Telephone Company Hub Central Office. Rates for SFMs are one-time, nonrecurring charges.

In order to be considered a SFM, all associated order activity (disconnects and new connects) must occur simultaneously and the facility to which service is being moved must exist and have sufficient capacity to accept the moved service. A SFM may result in the change of one end point (e.g. customer premises location) of the circuit involved provided the following conditions are met:

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves (Cont'd)

1. Service Facility Move (SFM) (Cont'd)

a. The change of customer premises can only occur on the end of the circuit which has the Connecting Facility Arrangement (CFA); and

b. The customer premises locations involved in the change belongs to the same customer,

OR

c. The customer premises locations involved in the change belongs to two different customers, but the customer requesting the SFM has previously coordinated the activity such that all activity (disconnects and new connects) will occur simultaneously. If this coordination has not been accomplished beforehand, then the Telephone Company will proceed with the disconnect/new connect orders as non-related and new installation charges will apply for services being relocated.

BCS SFMs may be performed at the following like-speed and interface service levels:

- OC-3 to OC-3 level;
- OC-3c to OC-3c level;
- OC-12 to OC-12 level; or
- OC-12c to OC-12c level.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves (Cont'd)

1. Service Facility Move (SFM) (Cont'd)

The following are examples of when BCS SFM Charges would apply:

a. Rearranging an existing BCS circuit from one port to another port in the same Telephone Company Hub Central Office multiplexer;

b. Rearranging an existing BCS circuit from one multiplexer to another multiplexer in the same serving wire center; or

c. Rearranging an existing BCS Channel Termination (CT) to a port of an existing multiplexed higher speed service in the same serving wire center. For example: an OC-3 BCS CT is terminated on low-speed port of a Telephone Company Hub Central Office multiplexer; whereby the Hub is billed to the higher speed service, such as an OC-12 BCS. In this instance, there is an SFM charge for moving the CT from another multiplexer within the Central Office to this one. No SFM charge will apply to subtending services of the service incurring the SFM as long as there is no change to the subtending services.

2. Moves of Point of Termination

A move of a Point of Termination of an existing service to a new location within the same customer premises may be provided, at the customer's request, on a time sensitive basis. Rates and charges as set forth in Section 13, preceding, will apply. No change in billing period is required.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves (Cont'd)

3. Moving Customer Premises

A move of existing service may be provided at the customer's request. The customer will be billed 5% of the normal BCS termination charge. Following the payment of applicable termination charges, customer will be responsible for any non-recurring charges associated with the reconnection of the service (e.g., BCS CT Installation Charge).

In the event a change involves a physical move of the point of termination at the customer's premises or a move of the customer's premises, a "Move" charge will apply. If the move of the customer's premises is as a result of an SFM, stated earlier, and the facility to the new premises is existing, then termination charges will not apply. No non-recurring charges will apply for that end of the channel or circuit except the applicable SFM charge.

One end of a BCS circuit (e.g., the customer premises) may be moved without termination liability provided the following circumstances exist:

a. Customer maintains the same level and commitment of service (e.g., quantity of like-speed and interface BCS circuits and billing period length.)
b. All equipment and transport facilities exist at the new location.

Charges for this one-ended move shall be on a time sensitive charge basis. The rates and charges that are set forth in Section 13, preceding will apply.

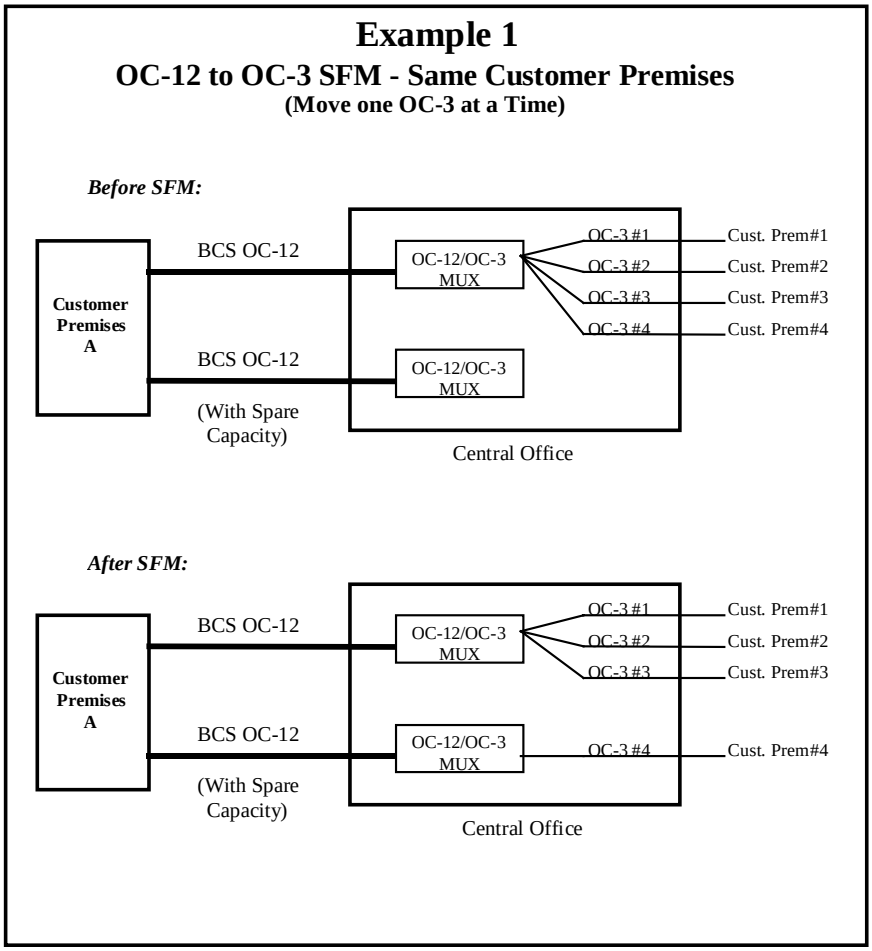
The following diagrams illustrate typical service arrangements before and after an SFM has occurred.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves (Cont'd)



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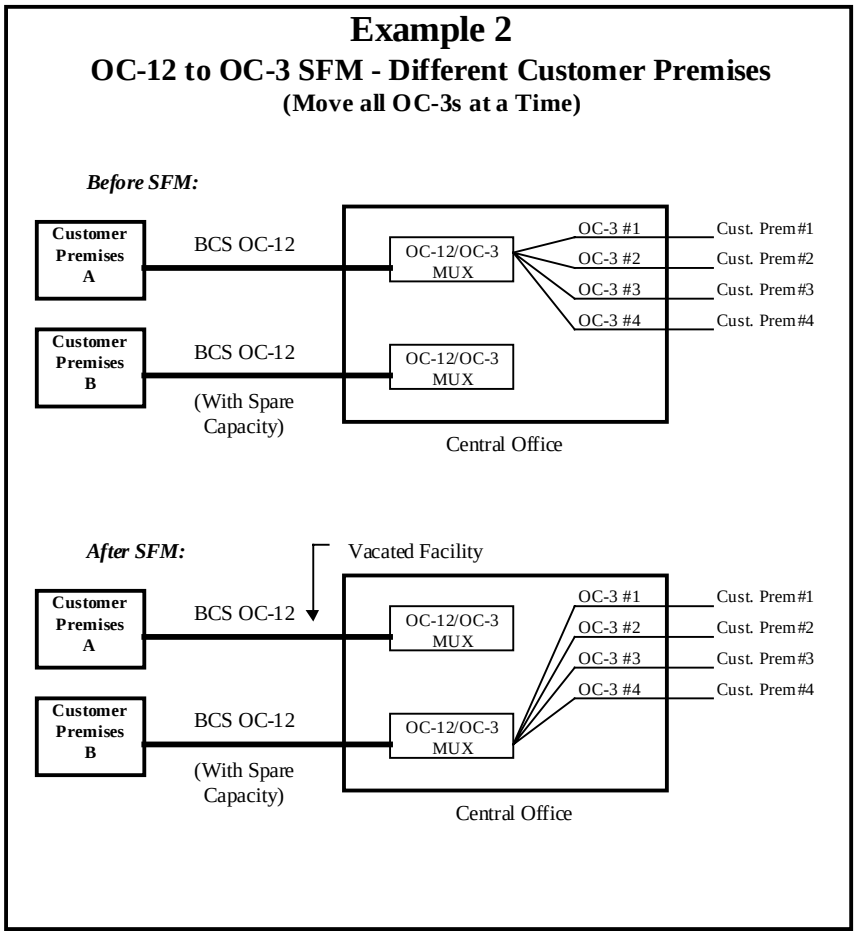
ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.1 Rate Regulations (Cont'd)

K. Moves (Cont'd)



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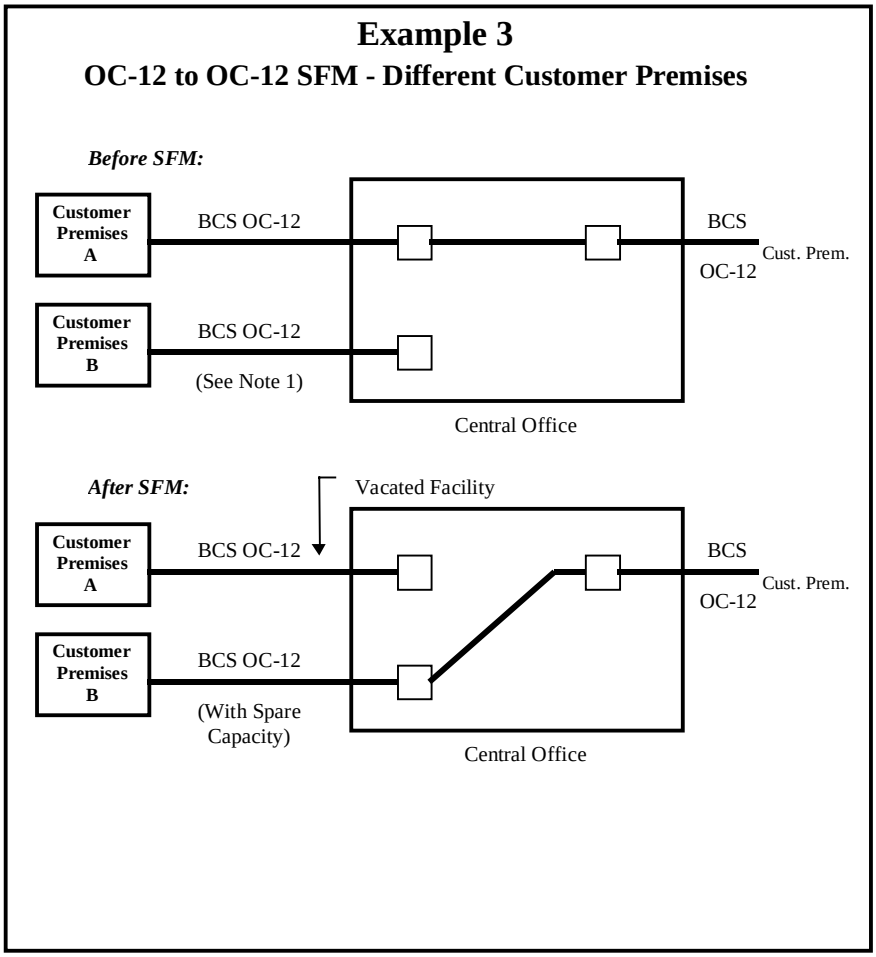
ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

K. Moves (Cont'd)



20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

L. Modification of Service

The customer may request to modify BCS (i.e., establish a new billing period, add rate elements to existing service, a change in existing multiplexing port configuration, or change an existing STS-1 configuration) provided the service end points remain the same, and there are existing facilities and equipment in place to provision the requested modification.

Modification of Service are changes to existing services which do not result in either a change in the physical point of termination at the customer's premises, or the customer's end-user premises. Under Modification of Service, all BCS rate element terms and conditions apply, including the applicable recurring and nonrecurring charges as set forth under the minimum billing period or Term Pricing Plan as the existing BCS service being modified.

1. Establishing New Billing Period: When a new billing period is requested, the following conditions must be met:

   a) A new billing period is established which includes a new minimum service period (i.e., one year minimum);

   b) The expiration of the new billing period must extend to or beyond the expiration of the existing billing period;

   c) The total revenue, based on recurring rates, over the revised billing period must be equal to or greater than the remaining revenue from the existing billing period;

   d) The service end points must remain the same.

2. Port Modification Charge: On non-concentrated OC3 or OC12 BCS circuits configured between a customer designated premises and a Telephone Company Hub Central Office, a port modification charge (recurring and nonrecurring) would apply under the following conditions:

   a) A customer modifies an existing multiplexing port configuration that requires the disconnection of one existing port and the installation of a replacement port at the same speed, (e.g., a request to replace an OC-3c port with an OC-3 port on an OC-12 BCS).

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

L. Modification of Service (Cont'd)

2. Port Modification Charge (Cont'd)

b. A customer modifies an existing multiplexing port configuration that requires the disconnection of one or more existing ports and the installation of one or more different ports that do not exceed the aggregate bandwidth of the disconnected port, (e.g., a request to replace three DS3 ports with an OC-3 port on an OC-12 BCS).

c. A customer orders an additional port for an existing multiplexing configuration, which does not result in the disconnection of existing multiplexing ports.

3. STS-1 Channel Reconfiguration Charge: On non-concatenated OC12 BCS circuits configured as:

- Premises-to-Premises,

Or

- Premises-to-Hub that interconnect with another like-speed OC12 BCS circuit using a Service-to-Service Through Connect Arrangement,

A customer may change the Synchronous Transport Signal-1 (STS-1) configuration on their existing non-concatenated BCS circuit to permit the transmission of lower speed concatenated signals through the Telephone Company network (i.e., STS-3c). This charge does not apply to OC3, OC3c or OC12c BCS circuits configured as premises-to-premises or (if applicable) premise-to-hub when the Central Office Multiplexing feature is involved. The STS-1 Reconfiguration Charge does not apply as well to OC12 circuits configured as premise-to-hub with the Central Office Multiplexing feature.

This charge is a non-recurring charge, to be applied on a per circuit, per service order change basis. When reconfiguring the STS-1s of an OC12 circuit, there will be a service disruption of that circuit when the channels are reconfigured. Any available service level guarantees will not be applied during this outage. If the customer wishes to revert back to their original STS-1 configuration, a separate STS-1 Channel Reconfiguration Charge will apply. The following are examples where the STS-1 Channel Reconfiguration Charge applies:

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

L. Modification of Service (Cont'd)

3. STS-1 Channel Reconfiguration Charge (Cont'd)

Example 1: A premise-to-premise OC12 BCS is ordered where the customer requests a configuration as twelve individual STS-1s with no request to concatenate STS-1s within that bandwidth (or group them together as contiguous STS-1s.) Six months later, the customer requests their existing OC12 BCS to utilize three STS-1 channels for transmission of concatenated STS-3c leaving nine STS-1 channels and one STS-3c channel. This customer-initiated change requires a separate order, which specifies the Connecting Facility Assignment (CFA), in which STS-1s are to be made contiguous within the OC12 BCS. This concatenated bandwidth will be identified with a circuit identification and a design layout report will be issued to the customer verifying the time slots used. To process this request, an STS-1 Channel Reconfiguration Charge will apply per circuit.

Example 2: If Example 1 above is reversed, whereby the customer requests their existing premise-to-premise, non-concatenated OC12 BCS to be configured as twelve STS-1 channels instead of one STS-3c and nine STS-1 channels, an STS-1 Channel Reconfiguration Charge will also apply per circuit.

Example 3: A premise-to-hub OC12 BCS circuit is ordered to be interconnected via a Service-to-Service Through Connect Arrangement to another premise-to-hub OC12 BCS circuit. As in Example 1, the customer requests a configuration as twelve individual STS-1s with no request to concatenate STS-1s within that bandwidth (or group them together as contiguous STS-1s.) Six months later, the customer requests their existing OC12 BCS circuits (both of them) to utilize three STS-1 channels for transmission of concatenated STS-3c leaving nine STS-1 channels and one STS-3c channel. This customer-initiated change requires a separate order, which specifies the Connecting Facility Assignment (CFA), in which STS-1s are to be made contiguous within each of the two OC12 BCS circuits. This concatenated bandwidth will be identified with a circuit identification and a design layout report will be issued to the customer verifying the time slots used. To process this request, an STS-1 Channel Reconfiguration Charge will apply per BCS circuit. In this example there are two BCS circuits, therefore, two charges would apply.

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

L. Modification of Service (Cont'd)

3. STS-1 Channel Reconfiguration Charge (Cont'd)

Example 4: If Example 3 above is reversed, whereby the customer requests their existing premise-to-hub, non-concatenated OC12 BCS to be configured as twelve STS-1 channels instead of one STS-3c and nine STS-1 channels, an STS-1 Channel Reconfiguration Charge will also apply per BCS circuit. The other through-connected BCS circuit would also require the same STS-1 configuration. In this example there are two BCS circuits, therefore, two charges would apply.

M. Shared Use

Shared Use is the provision of Switched Access and BCS over the same transmission path through the use of a common interface. Shared Use will only be available with BCS provided from a customer designated premises to a Telephone Company Hub Central Office. Regulations for shared use facilities are established in Sections 5.2.7, 6.7.12, and 7.2.7 preceding. Ordering provisions for shared use facilities are set forth in Section 5.2.7 (Shared Use) preceding.

Existing BCS facilities can be converted to shared use facilities by activating a portion of available capacity for Switched Access. While the customer may designate any percentage of BCS for Shared Use, credit will only be applied up to 50% of the voice-grade equivalent capacity provided in conjunction with BCS. Any charges associated with BCS Optional Features will be rated as 100% BCS. Services provided over shared use facilities are ordered, provided and rated either as Switched Access (i.e., Entrance Facility, Direct-Trunked Transport, Tandem-Switched Transport and Multiplexing) or as BCS (i.e. Channel Termination, Interoffice Mileage and Central Office Multiplexing) as set forth following:

1. On shared use facilities, the customer for the Switched Access Service may be different from the customer for the BCS. When the Switched Access customer is not the same as the BCS customer, all BCS charges and Switched Transport charges (including Switched Transport features charges) will be billed to the customer who initially ordered the facility. All other Switched Access charges will be separately billed to the customer who ordered the Switched Access Service;

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

M. Shared Use (Cont'd)

2. When an existing BCS facility is converted to a shared use facility by using an available portion of the capacity for Switched Access Service, the applicable nonrecurring charges (including the Access Order Charge) will be the nonrecurring charges associated with the Switched Access service being ordered;

3. The customer must place an order for each individual Switched Access Service or BCS utilizing the shared use facility and must also specify the channel assignment for each service;

4. All channels within a shared use facility will be rated and billed as set forth in the following:

a. When a DS-3 facility is ordered and provisioned as a Switched Access, all channels, including spares, will be rated and billed as Switched Access. A DS-3 facility is the minimum capacity that shared use can be applied to a BCS circuit.

b. When a DS-3 facility is ordered and provisioned as a Special Access High Capacity Service, all channels, including spares, will be rated and billed as Special Access until such time as DS-3 facility becomes shared use. A DS-3 facility is the minimum capacity that shared use can be applied to a BCS circuit.

c. Once a DS-3 facility, ordered as either Switched or Special Access, becomes shared use, all spare channels on the DS-3 facility will be rated and billed as Switched Access.

d. On a BCS shared use facility, ordered either as Switched Access or BCS Special Access, the designated Switched Access channels on the BCS facility must total the active and spare channels on each DS-3 facility (must total 28 DS-1 or 672 voice-grade equivalents.) The following is an example where Switched Access would be placed on a BCS OC-3 facility:

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

M. Shared Use (Cont'd)

4. (Cont'd)

d. (Cont'd)

Example: A DS-3 channel within a BCS OC-3 facility is to be activated for shared use. The DS-3 channel contains 28 DS-1 channels and will be configured for 20 active and 8 spare channels (or 480 active and 192 spare voice-grade equivalent channels.) The DS-3 facility is considered 100% Switched Access and the shared use BCS OC-3 facility is prorated by one DS-3 channel or 28 DS-1 channels. This example is prorated as follows:

{ 1 DS-3 / 3 DS-3s available per OC-3 BCS }.

Conversion to voice-grade level is calculated as follows: {672 voice grade equivalents per DS-3/2016 voice grade equivalents per OC-3 BCS}.

If 6 of the 20 active DS-1 channels stated above are disconnected and become spare, the DS-3 facility will continue to be considered as 100% Switched Access, and be prorated as stated above.

If multiplexing is associated with the shared use facility, the monthly recurring rate for the Switched Access multiplexer would be prorated in the same manner as the Entrance Facility and Channel Termination. No DS-1 to DS0 multiplexing is available with BCS as this feature is available under existing DS-1 service tariffs.

e. Channels being used in conjunction with CCS/SS7 Interconnection Service are included in the channel counts for Switched Access.

5. Customers requesting Service Facility Moves (SFM) of shared use facilities will be assessed nonrecurring charges as specified in Section 20.2(K)(1) (Service Facility Moves) preceding.

(This page filed under Transmittal No. 1)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

N. Jointly Provided Service

Jointly Provided Service is an arrangement in which one end of a BCS circuit is located in one exchange telephone company operating territory and the other end of the service is located in another exchange telephone company operating territory. Jointly Provided Service and associated billing arrangements are described in Section 2.4.8, preceding.

Jointly Provided Service is also referred to as "meet-point-billing arrangements." These arrangements are not currently available with Broadband Circuit Service.

O. Conversions of Existing Similar Services Filed As Specialized Services or Arrangements to the BCS General Tariff Offering

The conversion of services, that are similar in description to BCS, to the general BCS tariff offering applies only to those purchased on an Individual Case Basis and currently filed under Section 12, Specialized Service or Arrangement. Within 60 days following the effective date of this tariff, the customer is required to either convert to the general tariff offering or terminate any existing service as filed under Section 12. If the customer chooses to convert to the general tariff offering, the customer will convert to a billing period that is equal to or greater than the period remaining on their existing service, but not less than the minimum billing period of one year, and be charged the applicable recurring rates for that period as shown in Section 20.3 following. Termination charges and nonrecurring BCS installation charges will not apply if the customer chooses to convert their service, filed under Section 12, to the general tariff offering.

P. Ordering Options and Conditions

BCS is ordered under the Access Order provisions set forth in Section 5 (Ordering for Access Service) preceding. Also included in Section 5 are the other charges which may be associated with ordering BCS(e.g., Service Date Change Charges, Cancellation Charges, etc).

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

Q. Collocation Transport

Collocation Transport provides for the transmission facilities between collocation arrangements located in Telephone Company Central Offices.

There are two components of Collocation Transport.

(1) Inter/Intra Office Fixed

Inter/Intra office fixed rate element provides for the electronic equipment required to terminate a channel between two collocation arrangements located either in the same central office (intra) or in two separate central offices (inter). (D)

(D)

(2) Inter Office Per Mile

The Per Mile charge provides for the electronic equipment and facilities necessary to provide the interoffice transport between two collocation arrangements.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rate Regulations (Cont'd)

R. Upgrades of Broadband Circuit Service to higher speed services

Customers with 3 or 5 year contracts may at any time upgrade to a higher speed service (e.g., BCS OC3 to SRAS OC12), without incurring the Termination Liability charge, providing the following criteria are met:

- The customer subscribes to a new higher speed Rate Stability Payment Plan term that is equal to, or greater than 36 months;

- The expiration date for the new Rate Stability Payment Plan term is beyond the end of the original Term Pricing Plan term;

- No lapse in service occurs;

- Nonrecurring Charges will apply, when applicable;

- The monthly rates for the new service will be those rates in effect at the time the new service is installed;

- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;

- The billed recurring revenue for the new service is equal to or greater than the billed recurring revenue remaining in the service being converted; and

- Spare facilities and equipment must be available or a nonrecurring upfront payment, which is a special construction charge, may apply.

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges

20.3.1 OC-3

(A) Channel Termination

– per BCS Circuit, per Customer Premises

Volume Option	USOC	Monthly Rate 1 year	Monthly Rate 3 year	Monthly Rate 5 year	Nonrecurring Charges 1 year	Nonrecurring Charges 3 year	Nonrecurring Charges 5 year	
	T6XBX/T6XB+	$4,200	$2,930	$1,895	$3,000	$1,500	$0	(T)
2 plus	T6XEX/T6XE+	n/a	$2,635	$1,670	n/a	$1,500	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(B) Mileage

– per BCS Circuit

(1) Fixed

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
1HYBS/1HYB+	$2,200	$1,950	$1,900	$0	$0	$0	(T)

(2) Per Mile

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
1HBYS/1HYB+	$193	$154	$110	$0	$0	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.2 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(C) Optional Features

(1) Equipment Protection

- Per Channel Termination, per Customer Premises

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
APPBX/APPB+	$195	$195	$195	$300	$150	$0	(T)

(2) Loop Redundancy

- Per Channel Termination, per Customer Premises

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
DVDLX/DVDL+	$390	$390	$390	$600	$300	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(C) Optional Features (Cont'd)

(3) Central Office Multiplexing

(a) Central Office Multiplexing System Arrangement

- Per OC-3 System Arrangement

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
MXNBX/MXNB+	$1,800	$1,200	$950	$600	$300	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(C) Optional Features (Cont'd)

(3) Central Office Multiplexing (Cont'd)

(b) Central Office Multiplexing Ports

- Per Port

(1) DS-1 Port

		Monthly Rate			Nonrecurring Charges			
	USOC	1 year	3 year	5 year	1 year	3 year	5 year	
Initial Order:	PYVP1/PYVP+	$60	$60	$60	$300	$150	$ 0	(T)
Modification:	NRMBA/NRMB+	$60	$60	$60	$300	$150	$150	(T)

(2) DS-3 Port

		Monthly Rate			Nonrecurring Charges			
	USOC	1 year	3 year	5 year	1 year	3 year	5 year	
Initial Order:	PYVP3/PYVP+	$150	$150	$150	$600	$300	$ 0	(T)
Modification:	NRMBB/NRMB+	$150	$150	$150	$600	$300	$300	(T)

(This page filed under Transmittal No. 23)

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(D) Service-to-Service Through Connect Arrangement

(T)

	Nonrecurring Charges		
USOC	1 year	3 year	5 year
THA	$300	$300	$300

(T)

(E) Moves (OC-3)

(1) Service Facility Move

	Monthly Rate			Nonrecurring Charges		
USOC	1 year	3 year	5 year	1 year	3 year	5 year
NRMBS	$0	$0	$0	$650	$650	$650

(2) Moves of Point of Termination

See Section 13, preceding for rates and charges.

(3) Moving Customer Premises

See Section 13, preceding for rates and charges.

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.1 OC-3 (Cont'd)

(F) Collocation Transport

	USOC	Monthly Rate Fixed	Monthly Rate Per Mile	Nonrecurring Charges	
BCS Circuit (1H48S)					(T)
1 Year		$2,200	$193	$3,000	(T)
3 Year		$1,950	$154	$1,500	(N)
5 Year		$1,900	$110	$ 0	(N)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.1 Rates and Charges

20.3.2 OC-12

(A) Channel Termination

– per BCS Circuit, per Customer Premises

Volume Option	USOC	Monthly Rate 1 year	Monthly Rate 3 year	Monthly Rate 5 year	Nonrecurring Charges 1 year	Nonrecurring Charges 3 year	Nonrecurring Charges 5 year	
	T6XBX/T6XB+	$9,900	$8,460	$5,445	$5,000	$2,500	$0	(T)
2 plus	T6XEX/T6XE+	n/a	$7,610	$4,320	n/a	$2,500	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd))

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

(B) Mileage

– per BCS Circuit

(1) Fixed

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
1HYBS/1HYB+	$7,100	$6,500	$5,800	$0	$0	$0	(T)

(2) Per Mile

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
1HYBS/1HYB+	$330	$275	$200	$0	$0	$0	(T)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

(C) Optional Features

(1) Equipment Protection

- Per Channel Termination, per Customer Premises

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
APPBX/APPB+	$300	$300	$300	$360	$180	$0	(T)

(2) Loop Redundancy
Per Channel Termination, per Customer Premises

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
DVDLX/DVDL+	$590	$590	$590	$720	$360	$0	(T)

(This page filed under Transmittal No. 23)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

(C) Optional Features (Cont'd)

(3) Central Office Multiplexing

(a) Central Office Multiplexing System Arrangement

- Per OC-12 System Arrangement

	Monthly Rate			Nonrecurring Charges			
USOC	1 year	3 year	5 year	1 year	3 year	5 year	
MXNBX/MXNB+	$3,750	$2,500	$1,900	$1,000	$500	$0	(T)

(This page filed under Transmittal No. 23)

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

(C) Optional Features (Cont'd)

(3) Central Office Multiplexing (Cont'd)

(b) Central Office Multiplexing Ports

- Per Port

(1) DS3 Port

		Monthly Rate			Nonrecurring Charges			
	USOC	1 year	3 year	5 year	1 year	3 year	5 year	
Initial Order:	PYVP3/PYVP+	$150	$150	$150	$600	$300	$ 0	(T)
Modification:	NRMBB/NRMB+	$150	$150	$150	$600	$300	$300	(T)

(2) OC-3 Port

		Monthly Rate			Nonrecurring Charges			
	USOC	1 year	3 year	5 year	1 year	3 year	5 year	
Initial Order:	PYVPC/PYVP+	$180	$180	$180	$600	$300	$ 0	(T)
Modification:	NRMBD/NRMB+	$180	$180	$180	$600	$300	$300	(T)

(3) OC-3c Port

		Monthly Rate			Nonrecurring Charges			
	USOC	1 year	3 year	5 year	1 year	3 year	5 year	
Initial Order:	PYVPO/PYVP+	$180	$180	$180	$600	$300	$ 0	(T)
Modification:	NRMBE/NRMB+	$180	$180	$180	$600	$300	$300	(T)

(This page filed under Transmittal No. 23)

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

(D) Service-to-Service Through Connect Arrangement

	Nonrecurring Charges		
USOC	1 year	3 year	5 year
THA	$300	$300	$300

(T)

(E) Moves

(1) Service Facility Move (OC-12)

	Monthly Rate			Nonrecurring Charges		
USOC	1 year	3 year	5 year	1 year	3 year	5 year
NRMBS	$0	$0	$0	$650	$650	$650

(2) Moves of Point of Termination

See Section 13, preceding for rates and charges.

(3) Moving Customer Premises

See Section 13, preceding for rates and charges.

(F) STS-1 Channel Reconfiguration Charge

	Monthly Rate			Nonrecurring Charges		
USOC	1 year	3 year	5 year	1 year	3 year	5 year
NRMBF	$0	$0	$0	$600	$600	$600

ACCESS SERVICE

20. Broadband Circuit Service (Cont'd)

20.3 Rates and Charges (Cont'd)

20.3.2 OC-12 (Cont'd)

G) Collocation Transport

	USOC	Monthly Rate Fixed	Monthly Rate Per Mile	Nonrecurring Charges	
BCS Circuit (1H48S)					(T)
1 Year		$7,100	$330	$5,000	(T)
3 Year		$6,500	$275	$2,500	(N)
5 Year		$5,800	$200	$ 0	(N)

(This page filed under Transmittal No. 2)

ACCESS SERVICE

21. Internet Transport Access Service (ITAS)

21.1 Service Description

Internet Transport Access Service (ITAS) is a switched based, data transport service that aggregates and hands off traffic using a one way data connection to the customer. The customer is defined as an entity providing dial access service via a data switch. ITAS will support calls from analog modem users or ISDN Basic Rate Interface (BRI) lines. ITAS is provisioned through the use of end office (EO) switching, and transport from the Telephone Company's EO. Dial-Up user data is transmitted to the customer via dedicated EO port groups. Routing of end user traffic to the customer's data switch requires Signaling System 7 (SS7) call setup or Primary Rate Interface (PRI) service. The customer may purchase SS7 access from Section 6 (Switched Access Service). The customer must also purchase a Direct Trunked Transport (DTT) and an Entrance Facility separately from Section 6 (Switched Access Service). In addition, the customer may need to purchase multiplexing from Section 6 (Switched Access Service). Customers who require physical or virtual collocation must purchase interconnection cross connects from Section 16 (Expanded Interconnection Service). (C) (C)

ITAS is available in Telephone Company central offices (CO) that support 64 kbp clear channel capability (CCC) or Integrated Services Digital Network (ISDN). These locations are listed in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No.4. (C) (C)

21.2 Service Components

ITAS consists of the following service components as described below.

A. Telephone Numbers

ITAS is accessed by end users dialing telephone numbers dedicated to the customer's service and within their designated calling scope. All telephone numbers will be routed to Telephone Company provided dedicated switch ports. There will be a minimum of one telephone number per connected EO.

B. Access Port Groups

Allows end users, located within a specific local exchange area, dial access to the customer. The access port consists of local switching, and a dedicated EO switch port to the customer and will be provisioned with Telephone Company Provided Telephone Numbers (TPTN). A maximum of three trunk groups will be allowed to be provisioned against any one port group. Telephone numbers may be purchased from Section 21.5 (Rates and Charges).

When the traffic for an end user exceeds the capacity for a DS1 to any given end office, the Telephone Company reserves the right to require the customer to connect directly to the EO identified by the Telephone Company. If the customer refuses to connect to the identified EO the customer will be given a thirty day written notice to connect to the identified EO. If at the end of the thirty days the customer has not connected to the identified EO its ITAS will be terminated.

ACCESS SERVICE

21. Internet Transport Access Service (ITAS) (Cont'd)

21.3 Regulations

ITAS is subject to the General Regulations and Ordering Options for access service as specified in Sections 2 and 5, respectively. In addition, the following apply:

A. ITAS only supports one way data applications to the customer.

B. Provisioning of this service is subject to the availability and operational limitations of the Telephone Company's equipment and associated facilities.

C. The customer is responsible for the installation, operation and maintenance of any and all customer provided equipment (CPE) including terminal equipment, communication system and software. The CPE must be compatible with the Telephone Company's equipment and facilities. The CPE must conform to industry standards and specifications set forth in the Telephone Company's technical publication (TP) 76642.

D. Toll charges will apply if the call is originated outside of the customer's subscribed calling area.

E. The Telephone Company reserves the right to monitor its network at all times to ensure its proper use. If the Telephone Company determines that the service is being used for non-data applications, the customer will be given thirty days written notification to discontinue the unauthorized use. Failure to do so will result in the customer's ITAS being disconnected. During the thirty days the customer will be given the option to purchase an applicable switched access product.

F. Any CPE must not:

1. Endanger the safety of the Telephone Company's employees or the public;
2. Damage, harm, require change in or alteration of the equipment or other services of the Telephone Company; or
3. Interfere with the proper operation of the Telephone Company's equipment.

Upon notice from the Telephone Company that the equipment provided by the customer or end user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

21. Internet Transport Access Service (ITAS) (Cont'd)

21.4 Rate Applications

A. Rate Elements

1. Internet Transport Access Port

(A) Telephone Company Provided Telephone Number-SS7 (N)

The Telephone Company Provided Telephone Number-SS7 rate element is provided on a flat rate, monthly basis. Term discounts are available as shown in Section 21.5 (Rates and Charges). (T)

(B) Telephone Company Provided Telephone Number-PRI (N)

The Telephone Company Provided Telephone Number-PRI rate element is provided on a flat rate, monthly basis. Term discounts are available as shown in Section 21.5 (Rates and Charges). (N)

2. Nonrecurring Charge

A Nonrecurring charge will apply for the installation of service associated with the Internet Transport Access Port rate element.

3. Telephone Numbers

The Telephone Number rate element is provided on a monthly basis per telephone number. There are no nonrecurring charges associated with the purchase of telephone numbers. The charge is described in Section 21.5 (Rates and Charges).

B. Term Pricing Plan (TPP)

1. Length of Agreements

Depending on the rate element selected, Term Pricing Plans (TPPs) are available on a 1-year, 3-year, or 5-year service plan period. (C)

2. Minimum Port Groups

A customer must subscribe to a minimum of one port group per Telephone Company EO. A port group is comprised of 24 ports (DS1).

3. Additional Port Groups

Port groups may be added to an existing contract and may be coterminous with the existing contract. Any port groups that remain in service for less than one year will incur a nonrecurring installation charge as described in Section 21.5 (A)(1)(Rates and Charges). A customer may not reduce the number of ports during the service period.

21. Internet Transport Access Service (ITAS) (Cont'd)

21.4 Rate Applications (Cont'd)

B. Term Pricing Plan (TPP) (Cont'd)

5. Termination Charges

If the customer terminates service after customer confirmation of order acceptance, but prior to the implementation date, the termination charge shall be determined as follows:

- The Telephone Company's recurring and nonrecurring costs of labor, engineering, non-reusable materials, interest, transportation, storage, manufacturer's cancellation charges and any other costs incurred by the Telephone Company or its affiliates, including those expenses incurred in preparation for start of installation and any reasonable costs incurred by the Telephone Company with respect to the provision of the service.

ACCESS SERVICE

21. Internet Transport Access Service (ITAS) (Cont'd)

21.4 Rate Applications (Cont'd)

B. Term Pricing Plan (TPP) (Cont'd)

5. Termination Charges (Cont'd)

If service is terminated by the customer after the implementation date and after the effective date, the termination charge shall be the lesser of:

- The difference between the rates and charges for the completed months of the service term at the time of termination and the rates and charges for the next lower service term (1) that the customer has actually completed, plus interest charges based on the approved discount rate in effect at the time of termination; or

- The present value of the monthly payments remaining on the service term, using the approved discount rate in effect at the time of termination.

Payment of the termination charges does not release the customer from other previous amounts owed to the Telephone Company for services actually received.

6. Moves to a New Location

A customer with an existing TPP may move the existing service to a new location within the LATA, or move and change ITAS to another Telephone Company service without incurring termination charges provided all of the following conditions are met:

- The new service is provided solely by the Telephone Company,
- The new service maintains the existing Initial Service Period at the new location or establishes a new Initial Service Period equal to or greater than the Original Initial Service Period at the old location,
- The customer's request for disconnect of the existing service and the request for new service are received at the same time,
- The customer's disconnect order for the existing services references the new connect order for the new service,
- The due date of the new connect order must be within 120 days of the due date of the disconnect order, and
- For other Telephone Company services, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

Any moves to a location outside of the LATA will be treated as termination of service and all termination charges will apply.

(1) If the service is terminated before the completion of the least available term the calculation is based on month to month rates and applicable nonrecurring charges.

(This page filed under Transmittal No. 1)

21. Internet Transport Access Service (ITAS) (Cont'd)

21.5 Rates and Charges

A. Internet Transport Access Port

1. Telephone Company Provided Telephone Number-SS7 (N)

a. Month to Month (T)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFLT	$900.00	$688.75

b. One Year Term Pricing Plan (TPP) (T)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFLT	$600.00	$0.00

c. Three Year Term Pricing Plan (TPP) (T)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFLT	$504.00	$0.00

d. Five Year Term Pricing Plan (TPP) (T)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFLT	$408.00	$0.00

2. Telephone Company Provided Telephone Number-PRI (N)

a. Month to Month

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFPT	$900.00	$688.75

b. One Year Term Pricing Plan (TPP)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFPT	$600.00	$00.00

c. Three Year Term Pricing Plan (TPP)

	USOC	Monthly Rate	Nonrecurring Charge
Per port group	1TFPT	$504.00	$00.00 (N)

B. Telephone Number per 24 Port Group

	USOC	Monthly Rate	Nonrecurring Charge
1. Per telephone number	1V9	$3.00	None

ACCESS SERVICE

(This page filed under Transmittal No. 15)

22. Managed Value Plan (MVP)

22.1 General Description

Managed Value Plan (MVP) is a qualified access discount plan that provides customers with billing discounts for a commitment to maintain a predetermined annual recurring billing amount for five years. MVP is available to any customer with at least ten (10) million dollars in annual billing for the qualified access services listed in 22.2, following. Additional MVP discounts are also available if the Telephone Company fails to meet MVP Service Level Assurance levels stated in 22.3(G), following.

When MVP is ordered, the customer must provide all of the Access Customer Name Abbreviations (ACNA) and Other Company Name (OCN) codes included under the MVP Agreement. (C) (C)

22.2 Services Available Under MVP

MVP billing discounts apply to the recurring revenues for the following qualified access services contained in its respective tariff sections:

- Voice Grade Service - Section 7.2.3
- Generic Digital Transport Service - Section 7.2.8
- High Capacity Service - Section 7.2.9
- Digital Data Over Voice Service – 7.2.10
- Fiber Advantage Service - Section 7.4.11
- SONET Ring and Access Service (SRAS) – Section 7.2.11
- OC-192 Dedicated SONET Ring Service – Section 30
- Broadband Circuit Service (BCS) – Section 20
- Entrance Facilities – Section 6.7.1
- Direct Trunked-Transport – Section 6.7.1

With the exception of the provisions contained in 22.3(E)(5), following, all terms and conditions for the qualified services listed above are governed by its respective tariff sections. MVP discounts are in addition to, and do not alter, any of the existing service discount plans available in its respective tariffs.

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions

(A) MVP Term Period

The term for a MVP Agreement is five (5) years and will commence on the billing date immediately following receipt of a properly signed MVP Agreement form. The initial billing period establishes the start of the five (5) year period where MVP discounts are in effect with the Telephone Company. MVP discount credits will accrue beginning with the first full month after the effective date of the MVP Agreement. The discount credits will be applied to the customer's Access Service bill on a monthly basis, subject to the conditions of this tariff, beginning within sixty (60) days following the effective date of the agreement.

(B) Customer Obligations

To participate under MVP, a customer must agree to:

(1) Establish an initial Minimum Annual Revenue Commitment (MARC). The MARC may be re-established as described in 22.3(C)(2), following; and

(2) Maintain recurring qualified access billed revenue equal to or greater than the MARC during the MVP Agreement period; and

(3) Maintain an Access Service Ratio, for the customer and its affiliates, equal to or greater than 95% measured on each anniversary of the MVP agreement date. The Access Service Ratio is defined in 22.3(D) following; and

(4) Remit bill payment as described in Section 2.4.1, preceding, and establish electronic bill payment(1) within six (6) months of a properly signed MVP Agreement form; and (N) (N)

(5) Utilize industry agreed upon standards for mechanized ordering of qualified access services as contained in:

Ordering and Billing Forum
ATIS/OBF-ASR-041
Access Service Request, Mechanized Interface Specification; and

(1) Customers participating under MVP prior to December 30, 2000 who have not previously established electronic bill payment are waived from this requirement. (N) (N) (N)

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(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(B) Customer Obligations (Cont'd)

(6) Utilize industry agreed upon standards for maintenance and trouble reporting as contained in:

ANSI T1.227 – American National Standard for Telecommunications-Operations, Administration, Maintenance, and Provisioning (OAM&P)-Extension to Generic Network Information Model for Interfaces between Operations Systems across Jurisdictional Boundaries to Support Fault Management.

ANSI T1.228 – American National Standard for Telecommunications-Operations, Administration, Maintenance, and Provisioning (OAM&P)-Services For Interfaces between Operations Systems across Jurisdictional Boundaries to Support Fault Management (Trouble Administration).

(C) Minimum Annual Revenue Commitment (MARC)

MVP billing discounts are applied to a customer's qualified monthly committed MARC, in the manner described in Section 22.3(E)(2). To receive the discount on a monthly basis, the customer must meet or exceed the predetermined MARC prorated on a monthly basis, maintain an Access Service Ratio greater than or equal to 95%, and continue to fulfill the other requirements contained in 22.3(B), preceding. MVP billing discounts will be applied in the form of a monthly credit on the customer's access bill.

(N)

ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd) (N)

22.3 MVP Terms and Conditions (Cont'd)

(C) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(1) Determining the MARC

The customer's initial Minimum Annual Revenue Commitment (MARC) is calculated based on the total of the previous three (3) months recurring billing for qualified access services, multiplied by four (4).

The MARC is calculated as follows:

(Recurring Billing[1] Amount for Previous Three (3) Months) X 4 = MARC[2]

(2) Re-establishing the MARC

The MARC may be increased semi-annually, effective with the contract anniversary date. The MARC may be increased but never decreased. The minimum increase of the MARC is 5%. The revised MARC represents the customer's MVP revenue commitment for the remainder of the MVP five (5) year agreement upon which discounts will be calculated. The MARC cannot fall below the revised MARC. (N)

(1) Based upon actual recurring billing from qualified access services as stated in Section 22.2, preceding. (N)
(2) Must equal $10 million or greater in annual qualified access services billing for services as stated in Section 22.2, preceding. (N)

(This page filed under Transmittal No. 15)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(D) Access Service Ratio

Pursuant to Section 22.3(B)(3), preceding, the customer and its affiliates must maintain an Access Service Ratio of 95%. The ratio, calculated monthly, is the total qualified access service billed revenue minus the adjusted comparable non-tariffed wholesale services revenue divided by the total qualified access service billed revenue. To remain in compliance with the MVP agreement, the ratio must be greater than or equal to 95% on the anniversary date of the MVP agreement.

The 95% ratio is calculated as follows:

$$\frac{\text{Monthly Access Revenue} - (\text{Monthly Wholesale Revenue} - \text{Fixed Wholesale Revenue})}{\text{Monthly Access Revenue}}$$

Where:

- Monthly Access Revenue is the customer's and its affiliates' current monthly recurring billed revenue for qualified access services as defined in 22.2, preceding (T)
- Monthly Wholesale Revenue is the customer's and its affiliates' current monthly recurring billed revenue for comparable non-tariffed wholesale services as defined in 22.3(D), following. (T)
- Fixed Wholesale Revenue is the customer's and its affiliates' monthly recurring billed revenue for comparable non-tariffed wholesale services (as defined in 22.3(D) following) as of the effective date of the MVP tariff. (T)

22. Managed Value Plan (MVP) (Cont'd) (N)

22.3 MVP Terms and Conditions (Cont'd)

(D) Access Service Ratio (Cont'd)

The customer's and its affiliates' Access Service Ratio must equal or exceed 95% for each month in order for the customer to receive the commitment discount that month. Months where the customer does not receive the commitment discount are subject to true-up as explained in 22.3(H).

Comparable Wholesale Services are listed in the table below.

Service Level	Access Service	Comparable Non-tariffed Rate Elements
DS1	High Capacity	4-wire digital loop DS1 Unbundled Dedicated Transport (UDT) All DS1 comparable non-tariffed Committed Information Rate Broadband Services DS1 to DS0 Multiplexing
DS3	Fiber Advantage	DS3 Loop DS3 Unbundled Dedicated Transport (UDT) All DS3 comparable non-tariffed Committed Information Rate Broadband Services DS3 to DS1 Multiplexing
DS1, DS3	Entrance Facilities	DS1 Entrance Facility DS3 Entrance Facility All DS1 & DS3 comparable non-tariffed Committed Information Rate Broadband Services
DS1, DS3	Direct Trunked Transport	DS1 Unbundled Dedicated Transport (UDT) DS3 Unbundled Dedicated Transport (UDT) All DS1 & DS3 comparable non-tariffed Committed Information Rate Broadband Services

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts

(1) General

MVP discounts are applied to the customer's and its affiliates' qualified monthly MARC commitment. There are two types of MVP billing discounts available:

- MVP Commitment Discounts
- MVP Service Level Agreement (SLA) Discounts

In addition to the MVP billing discounts, Nonrecurring Installation Charges will be waived as described in 22.3(E)(5), following.

(2) Application

MVP Commitment Discounts will begin the first full month following the effective date of the MVP Agreement and are applied as a credit toward the customer's access service bill on a full month's basis. MVP Commitment Discounts will be issued on a monthly basis sixty (60) days in arrears. Monthly billing credits will be issued for every month the customer maintains MVP eligibility as stated in 22.3(B), preceding. All discounts will be subject to true-up as provided in 22.3(H), following. (D)

(D)

MVP-SLA discounts will be applied to the total qualified annual MARC within 60 days following the MVP anniversary date, provided the customer has achieved its obligations contained in 22.3(B), preceding. (C) (C)

(D)

(D)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts (Cont'd)

(3) MVP Commitment Discounts

The MVP Commitment Discount follows:

	YR 1	YR 2	YR 3	YR 4	YR 5
MVP Commitment Discount	9%	11%	12%	13%	14%

The MVP commitment discount is applied monthly, for those months where the criteria is met. If the customer does not receive the monthly commitment discount, it may still receive the discount, if it is in compliance with Section 22.3 by the contract anniversary date, through the true-up process described in 22.3(H).

Example 1:

A customer is in Year 1 of its MVP agreement. Its MARC is established at $12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing of $1.07 million and has an Access Ratio of 97.53%.

The customer's MVP Commitment Discount is equal to $90,000, calculated as follows:

Annual MARC = $12M
Monthly MARC = $12M / 12 months = $1M
Monthly MARC achievement = $1.07M
MVP Commitment Discount = 9%
MVP Monthly Credit = $1.0M * .09 = $90,000 (T)

Example 2:

A customer is in Year 3 of its MVP agreement. Its MARC is established at $12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of $1.18 million and has an Access Ratio of 96.8%.

The customer's MVP Commitment Discount is equal to $120,000, calculated as follows:

Annual MARC = $12M
Monthly MARC = $12M / 12 months = $1M
Monthly MARC achievement = $1.18M
MVP Commitment Discount = 12%
MVP Monthly Credit = $1.0M * .12 = $120,000 (T)

(This page filed under Transmittal No. 25)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts (Cont'd)

(3) MVP Commitment Discount (Cont'd)

Example 3:
A customer is in Year 4 of its MVP agreement. Its MARC was re-established at $15 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of $1.3 million and has an Access Ratio of 95%. The customer's MVP Commitment Discount is equal to $162,500, calculated as follows:

Annual MARC = $15M
Monthly MARC = $15M / 12 months = $1.25M
Monthly MARC achievement = $1.3M
MVP Commitment Discount = 13%
MVP Monthly Credit = $1.25M * .13 = $162,500 (T)

Example 4:
A customer is in year 3 of its MVP agreement.
Its MARC is established at $12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of $1.18 million and has an Access Service Ratio of 94.3%.

The customer receives no discount for only the month the Access Service Ratio is below 95%. The missed discount is subject to the annual true-up process explained in 22.3(H), following.

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts (Cont'd)

(4) MVP Service Level Assurance (MVP-SLA) Discounts

MVP customers will be eligible for additional credits if certain quality of service parameters are not met by the Telephone Company during the term of the MVP Agreement. Two separate MVP-SLA discounts may apply.

MVP-SLA Level 1 – A discount credit of 1% of the customer's annual MARC may be applied in the event the Telephone Company does not achieve its pre-determined targets for quality of service throughout the term of the MVP Agreement as described in Section 22.3(G)(2)(a), following.

MVP-SLA Level 2 – An additional discount credit of 1% of the customer's annual MARC may be applied if the Telephone Company fails to perform at the standards as described in Section 22.3(G)(3)(a), following.

(5) Nonrecurring Installation Charge Waivers

All nonrecurring initial installation charges associated with Term Pricing Plans of three(3) years or longer, with the exception of expedited and special construction charges, for the qualified access services described in 22.2, preceding, will be waived for the duration of a customer's MVP Agreement, as long as the circuit remains in service for at least three years or as long as the terms and conditions of the underlying term plans are met. If the underlying service is terminated before its term agreement expires, the customer will be billed the nonrecurring charges associated with the underlying tariff when the circuit is disconnected or the service is terminated. In the event that MVP is terminated before the terms and conditions of the underlying term plan are met, the nonrecurring charges previously waived under MVP will be billed to the customer. (C) (N) (N) (C) (C) (C) (N) (N)

(F) Renewals

Prior to expiration of an MVP Agreement, an MVP customer may renew its agreement for an additional five (5) year term without incurring a termination liability, as contained in 22.3(J), following. All renewals must occur no later than three (3) months before the expiration date of the original MVP agreement. The MVP Commitment Discount for the MVP Agreement Renewal will be 14% for the five (5) years of the renewal agreement. The MARC for the new MVP Agreement Renewal will be the existing Annual MARC of the final year of the previous MVP Agreement. Only one renewal is permitted per MVP Agreement. Upon expiration of an MVP Agreement or an MVP renewal, and if an MVP tariff remains in effect and is not grandfathered, a new MVP Agreement may be established with a new MARC developed per the provisions contained in 22.3(C)(1), preceding. (T)

(This page filed under Transmittal No. 25)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters

(1) General

MVP customers may be eligible for additional credits based upon the quality of service delivered during the term of the MVP Agreement. MVP-SLA credits will be applied in the event that the Telephone Company's MVP-SLA service performance level objectives are not met.

MVP-SLA parameters are established for a twelve month interval commencing with the MVP Agreement date.

The service performance level parameters for each of these three (3) services shall address:

(a) On-Time Provisioning (OTP) – Calculated by dividing the number of customer requests for new service and rearrangements of existing service that were missed for Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the Service Conformation Date provided on the Firm Order Confirmation (FOC). (C)

(b) Failure Frequency (FF) – Represented as an annualized percent of the MVP customer's total access circuit failures. Calculated by dividing the total number of Telephone Company circuit failures during the reporting period by the cumulative number of embedded circuits for the same period and multiplying the result by 12. Only "found trouble" reporting codes are considered to be failures. "Found trouble" reporting codes are report codes CC, CO, FAC, STN and SVB. (N) (N)

(c) Time to Restore (TTR)- Measure of outage duration calculated by dividing the total number of measured troubles that are less than or equal to 3 hours in the reporting period by total number of troubles in the same reporting period. All measured troubles codes are included in this calculation. These are CC, CO, FAC, NTF, STN, SVB and TOK. (C) (C) (N) (N)

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

(2) MVP-SLA Level 1

(a) Description

In the event that the Telephone Company fails to perform at or above the established service thresholds for any given MVP Agreement year, the MVP customer will be entitled to a 1% Level One Service Quality Assurance credit.

MVP-SLA Level 1 Discounts are applicable to the following qualified services:

- Voice Grade Service - Section 7.2.3
- Generic Digital Transport Service – Section 7.2.8
- High Capacity Service - Section 7.2.9

A service performance target has been established for each of the nine MVP Level One Service Assurance performance measures for each year of the MVP term, specified in Table 1.0.

	TTR<3 Hours			FF			OTP		
	DS1	DDS	VG	DS1	DDS	VG	DS1	DDS	VG
YR1	78.50%	71.0%	62.5%	13.50%	18.0%	15.0%	90.00%	96.5%	96.5%
YR2	82.50%	76.0%	65.0%	12.70%	16.0%	14.0%	95.00%	96.9%	96.9%
YR3	85.00%	80.0%	68.0%	12.00%	14.5%	13.0%	95.60%	97.2%	97.2%
YR4	87.00%	82.0%	69.0%	11.30%	13.5%	12.5%	96.20%	97.5%	97.5%
YR5	89.00%	83.0%	70.0%	10.60%	13.0%	12.0%	96.70%	97.7%	97.7%

Table 1.0

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

2) MVP-SLA Level 1 (Cont'd)

(a) Description (Cont'd)

Service performance in each of the service categories will be averaged for each MVP customer by quarter and by year throughout the life of the MVP agreement. These service averages will then be used in the following Level One Service Assurance calculation to determine whether or not the 1% Level One Service Quality Assurance credit is applicable to the MVP subscriber for a given year. (D)

(b) Calculation

At the conclusion of each MVP Agreement year, the 12-month averages for each measured service component will be compared to its corresponding target in Table 1.0. For those service components that meet or exceed this target, a point value will be assigned for each quarter and for the end of year. DS1 services will be valued at three points, DDS services at 2 points and VG services at one point. For service performance below the benchmark, no points will be awarded. As illustrated in Table 2.0, the maximum possible annual score (quarterly and annual totals combined) is 144 points.

	Q1				Q2				Q3				Q4				TOTAL	TOTAL
	TTR	FF	OTP	**TOT**	TTR	FF	OTP	**TOT**	TTR	FF	OTP	**TOT**	TTR	FF	OTP	**TOT**	**YEAR**	**POINTS**
DS1	3	3	3	**9**	3	3	3	**9**	3	3	3	**9**	3	3	3	**9**	**36**	**72**
DDS	2	2	2	**6**	2	2	2	**6**	2	2	2	**6**	2	2	2	**6**	**24**	**48**
VG	1	1	1	**3**	1	1	1	**3**	1	1	1	**3**	1	1	1	**3**	**12**	**24**
TOTAL				**18**				**18**				**18**				**18**	**72**	**144**

Table 2.0

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

2) MVP-SLA Level 1 (Cont'd)

(b) Calculation (Cont'd)

Any combined total quarterly and annual score greater than 103 points will be considered as reflective of a high overall service quality for any given year and no Level One Quality Assurance credit will be applicable. Combined scores of less than 104 points will result in the application of the additional 1% Level One Service Quality Assurance credit. (D)

The following example illustrates how quarterly and end-of-year results will be used to determine whether or not a Level One credit is applicable.

		HYPOTHETICAL 1ST YEAR MVP SERVICE PERFORMANCE											
DMOQ	**MVP TARGET**	**1Q**	**PTS**	**2Q**	**PTS**	**3Q**	**PTS**	**4Q**	**PTS**		**EOY AVG**	**PTS**	
DS1-OTP	**90.00%**	99.03%	***3***	98.08%	***3***	97.98%	***3***	97.98%	***3***		98.27%	***12***	
DS0 DIG-OTP	**96.50%**	98.04%	***2***	97.86%	***2***	97.99%	***2***	98.00%	***2***		97.97%	***8***	
DS0 VG-OTP	**96.50%**	99.53%	***1***	98.25%	***1***	97.97%	***1***	98.11%	***1***		98.47%	***4***	
DS1-FF	**13.50%**	15.60%	***0***	14.20%	***0***	13.48%	***3***	12.02%	***3***		13.83%	***0***	
DS0 DIG-FF	**18.00%**	20.44%	***0***	22.17%	***0***	21.89%	***0***	20.21%	***0***		21.18%	***0***	
DS0 VG-FF	**15.00%**	13.18%	***1***	14.46%	***1***	18.87%	***0***	16.34%	***0***		15.71%	***0***	
DS1-TTR<3	**78.50%**	82.12%	***3***	80.88%	***3***	82.00%	***3***	85.04%	***3***		82.51%	***12***	
DS0 DIG-TTR<3	**71.00%**	69.54%	***0***	71.50%	***2***	71.04%	***2***	73.30%	***2***		71.35%	***8***	
DS0 VG-TTR<3	**62.50%**	64.33%	***1***	63.80%	***1***	64.42%	***1***	66.45%	***1***		64.75%	***4***	
TOTAL POINTS			***11***		***+ 13***		***+ 15***		***+ 15***	***= 54***	***+***	***48***	***= 102***

(T)

In the above example, the customer would receive a 1% Level One Quality Assurance credit. (N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

(3) MVP-SLA Level 2

(a) Description

The Level Two Service Quality Assurance offers an additional 1% credit in addition to the 1% Level One Service Quality credit, previously described. (T)

MVP-SLA Level 2 Discounts are applicable to the following qualified services:

- High Capacity Service - Section 7.2.9

Level 2 targets are shown in Table 3.0 following:

	TTR<3	FF	OTP
YR1	NA	NA	NA
YR2	NA	NA	NA
YR3	55.3%	18.6%	62.1%
YR4	55.3%	18.6%	62.1%
YR5	55.3%	18.6%	62.1%

Table 3.0

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) (Cont'd)

(3) MVP-SLA Level 2 (Cont'd)

(b) Calculation

Level Two Service Quality Assurance is applicable beginning with results from the second MVP Agreement year and only comes into play in the event the Telephone Company fails to perform at the previously described Level One standard (i.e., total combined quarterly and end-of-year average results less than 104 out of 144 possible points for any given year). In such an event, the MVP Agreement year-end average service measures for DS1 will also be compared to the targets set out in Table 3.0. Should any of these measures be worse than their corresponding Level Two targets, the additional 1% Level Two Service Quality Assurance credit will be applied for the year preceding.

(H) MVP Annual True-up Amount (MATA)

An annual true-up calculation will be performed after each anniversary of the MVP Agreement. The MVP Annual True-up Amount (MATA) provides an opportunity to receive monthly discounts that were not received because the monthly MARC was not met and/or the Access Service Ratio was not greater than or equal to 95%. The customer receives the MATA only if at the time of the annual true-up process the customer is in compliance with all of the terms of the MVP Agreement as stated in 22.3(B), preceding.

The MATA is calculated as follows:

$$\text{MATA} = \begin{array}{l}\text{Total Annual} \\ \text{MVP Commitment} \\ \text{Discount Amount}\end{array} - \begin{array}{l}\text{Total of Monthly Discount} \\ \text{Credits Received} \\ \text{for the Year}\end{array}$$

The customer will receive a true-up credit from the Company in the amount of the MATA, if the customer qualifies as stated above.

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(H) MVP Annual True-up Amount (MATA) (Cont'd)

Example 1:

A customer is at the end of year 1 of its MVP Agreement. Its MARC is established at $12 million per the guidelines in 22.3(C)(1), preceding and the customer has an Access Service Ratio of 95.7%, then:

The Total Annual MVP Commitment Discount Amount =

$12 million * 9% = $1.08 million.

The customer exceeded the annual MARC of $12 million, but because it did not meet the monthly MARC in one month of the previous year, the total credits received for year 1 of the MVP Agreement = 11 months * the monthly credit of $.09M = $.99M. (T)

Then the customer will receive a MATA credit equal to

$1.08M - $.99M = $.09M

Example 2:

A customer is at the end of year 2 of its MVP Agreement. Its MARC is established at $12 million per the guidelines in 22.3(C)(1), preceding and the customer has an Access Service Ratio of 95.7%, then:

The Total Annual MVP Commitment Discount Amount =

$12 million * 11% = $1.32 million. (T)

The customer exceeded the annual MARC of $12 million, but because it did not meet the monthly MARC in one month of the previous year and did not have an Access Service Ratio of greater than or equal to 95% in another month, the total credits received for year 2 of the MVP Agreement = 10 months * the monthly credit of $.11M = $1.10M.

Then the customer will receive a MATA credit equal to

$1.32M - $1.1M = $.22M (T)

Any annual true-up credits or adjustments will be applied to the customer's bill within sixty (60) days following the anniversary of the MVP Agreement.

If the customer fails to achieve MARC or has an Access Service Ratio greater than or equal to 95% on the anniversary date of the MVP Agreement, the customer must choose one of the options contained in 22.3(I), following.

ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd) (N)

22.3 MVP Terms and Conditions (Cont'd)

(I) Failure to Meet Customer Obligations

If the customer fails to achieve the MARC or to maintain an Access Service Ratio equal to or greater than 95%, the customer must choose from the following options, specific to its failure:

(1) Failure to Achieve the MARC

If the customer fails to achieve the Annual MARC for any MVP plan year, it must comply with either (a) or (b) following:

(a) The customer pays the difference between the Annual MARC and the actual Annual Billing; or

(b) The customer terminates its MVP Agreement and pays Termination Liabilities set forth in 22.3(J), following.

(2) Failure to Meet the Access Service Ratio

If the customer and its affiliates fail to have an Access Service Ratio greater than or equal to 95% on the anniversary date of the MVP Agreement, the customer must immediately indicate in writing to the Telephone Company that it will meet or exceed the 95% Access Ratio within two months from the anniversary date. Failure to do so will cause the MVP Agreement to be terminated and the customer and its affiliates will pay the Termination Liability Charges set forth in 22.3(J), following. (N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(J) Termination of an MVP Agreement

If a customer elects to terminate MVP Agreement prior to its expiration date, written notification must be provided to the Telephone Company indicating the customer's intention to terminate the agreement. This notification must include the date upon which the customer wishes to terminate the agreement.

(1) Termination Liability

Upon termination of the MVP Agreement, the customer will be billed a Termination Liability charge, with the exception of MVP Renewals contained in 22.3(F), preceding, and Termination of MVP Due to Rate Reductions contained in 22.3(J)(2), following, equal to:

(a) 100% of all MVP Discounts received during the six (6) months immediately prior to the date of termination; plus the following schedule:

(1) If terminated in Year 1, 10% of the MARC for the remaining portion of Year 1, plus 10% of the MARCs for the remaining years of the agreement.

(2) If terminated in Year 2, 12.5% of the MARC for the remaining portion of Year 2, plus 12.5% of the MARCs for the remaining years of the agreement.

(3) If terminated in Year 3, 12.5% of the MARC for the remaining portion of Year 3, plus 12.5% of the MARCs the remaining years of the agreement.

(4) If terminated in Year 4, 12.5% of the MARC for the remaining portion of Year 4, plus 12.5% of the MARC for Year 5.

(5) If terminated in Year 5, 10% of the MARC for the remaining portion of Year 5.

(b) The customer will also be billed for nonrecurring charges associated with term agreements of 3 or more years that were waived under the terms of MVP. (N) | (N)

ACCESS SERVICE

(N)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(J) Termination of an MVP Agreement (Cont'd)

(1) Termination Liability (Cont'd)

Example:
A customer requests termination of an MVP Agreement 3.5 years into the agreement. The customer met the MARC four of the preceding six months. This customer's Year 3 MARC is $10.6M and the Year 3 monthly MARC is $883,333.33. The termination liability is:

Credits paid the preceding 6 months =
($883,333.33 * 13%)*4 = $459,333.33

Plus

Remaining MARC for
Year 3 $5.3M X 12.5% = $662,500
Year 4 MARC $10.6M X 12.5% = $1,325,000
Year 5 MARC $10.6M X 12.5% = $1,325,000

The customer will pay a Termination Liability of $3,771,833.33

(2) Termination of MVP Agreement Due to Rate Reductions

If qualified MVP access tariff rates are reduced a cumulative total of 30% from the contract effective date rates, either party may discontinue MVP, upon sixty (60) days written notice without incurring MVP termination liability.

In order to determine if the 30% reduction threshold has been met or exceeded, the rate reduction percentage change for each qualified MVP access rate element is calculated, then the weighted average of those percentages (based on product volumes) is used as the threshold percentage. (N)

(This page filed under Transmittal No. 15)

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(K) Failure to Maintain Eligibility

If at any time during the term of the MVP Agreement, the customer fails to maintain any of the MVP eligibility conditions specified in 22.3(B), preceding, the Telephone Company reserves the right to terminate the MVP Agreement upon thirty (30) days written notice. In such cases, the Telephone Company will consider this Failure to Maintain Eligibility as an Early Termination of the MVP Agreement and thus subject to the applicability of the Termination Liability specified in 22.3(J), preceding. (N)

ACCESS SERVICE

(This page filed under Transmittal No. 16)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service

30.1 General Description

(A) Basic Service Description

OC-192 Dedicated SONET Ring Service is a 9.953 Gbps transport service. OC-192 is designed for transport of lower speed optical services, e.g. OC-3 or OC-3c, OC-12 or OC-12c, and OC-48 or OC-48c(1). The dedicated ring is designed to provide increased reliability and functionality by connecting multiple customer locations and specified Telephone Company Central offices via self-healing Bi-directional Line Switched Rings (BLSR). OC-192 is a logical extension of the existing SONET products OC-3, OC-3c, OC-12, OC-12c, OC-48(1) and OC-48c(1). (C)

The dedicated ring can connect multiple (between 2 and 16) customer-designated locations and telephone company central offices, as described in Section 30.1(B)(1) following, where SONET facilities and equipment are available.

Rate elements include nodes, ports, mileage, regenerators, and add/drop capability. Rates are specified in 30.4 following.

During the establishment of the dedicated ring configuration the Telephone Company and Customer will establish a Cooperative Planning Agreement for the management of the design, engineering and the migration of existing services onto the dedicated ring.

(1) OC-48/OC-48c riding service is available only to customers purchasing OC-192 Dedicated SONET Ring service and is limited to Customer Premises to Customer Premises port to port orders. OC-48/OC-48c riding service cannot be extended beyond the Customer location nodes. (C) (C) (D)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.1 General Description (Cont'd)

(B) Service Provisioning

(1) Manner of Provisioning

All customers will be served from the nearest suitably equipped end office. Information pertaining to end offices equipped to provide OC-192 Dedicated SONET Ring Service is set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4. OC-192 Dedicated SONET Ring Service will be provided subject to the availability and limitations of The Telephone Company's wire centers and outside plant facilities. OC-192 Dedicated SONET Ring Service is only available where technical capabilities permit such facility distance and type of physical plant. Where facilities are not available, Special Construction charges may apply. (T)

(2) Limitations

The Telephone Company does not undertake to originate data, but offers the use of its OC-192 Dedicated SONET Ring Service, where available, to customers for the purpose of transporting data originated by the customer or a third party. (T)

Unprotected services may be interrupted to repair other circuits. In cases where the customer orders OC-192 Dedicated SONET Ring Service with an unprotected 2-fiber service interface, the Telephone Company may provision this unprotected service, with other unprotected services, via a multi-port circuit card. If one unprotected service on the card incurs an outage, the Telephone Company may repair the 2-fiber service interface device by replacing the card, which may temporarily interrupt service on any other unprotected tributary circuits that subtend this same multi-port circuit card. In the event of a service interruption, credit allowance will be provided for the service that suffered the unplanned outage, as outlined in Section 30.1 (3), following.

The Telephone Company will maintain and repair the OC-192 Dedicated SONET Ring Service which it furnishes and will provide the customer reasonable notification of service affecting activities that may occur in the normal operation of business. (T)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.1 General Description (Cont'd)

(B) Service Provisioning (Cont'd)

(3) Allowance for Service Interruptions

Dedicated Rings provide Automatic Protection Switching to assure 100 percent availability of the services on the ring. A service interruption will result in a credit equal to one month's bill for the individual port-to-port connection involved. An interruption of service will start when an inoperative service is reported to the Telephone Company and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

In the event that protected facilities do not exist, including dual entrance facilities, and the customer does not utilize Special Construction to provide protected facilities, the unprotected OC-192 ring will be provided. In addition, the customer waives the right to receive credit allowances for service interruptions, and waives the SONET Assurance Warranty.

(C) Responsibility of The Telephone Company

The Telephone Company will provision and maintain OC-192 Dedicated SONET Ring Service for the customer up to and including the Network Interface (NI). (T)

(D) Rights of The Telephone Company

The Telephone Company will not provision OC-192 Dedicated SONET Ring Service if it has reasonably determined that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems within The Telephone Company's network or other facilities. (T)

(E) Responsibility of Customer

The customer is responsible for providing compatible customer provided equipment (CPE) to be used for connection to OC-192 Dedicated SONET Ring Service. (T)

(This page filed under Transmittal No. 16)

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.2 Technical Specifications

Technical specifications for OC-192 Dedicated SONET Ring Service are listed in the following Telephone Company technical publications:

- AM TR-NIS-000111 Ameritech Digital Service Transmission Parameters for Performance (T)
- AM TR-TMO-000101 Ameritech OC-3, OC-12, OC-48 and OC-192 Service Interface Specifications (T)

30.3 Rate Regulations

(A) Rate Elements

(1) Nodes

The ring will provide connectivity to multiple customer designated locations (nodes). However, a ring must have a minimum of two nodes. At least one node must be a Telephone Company Central Office (CO) node. A maximum of 16 nodes including regenerators will be allowed per ring. The Telephone Company reserves the right to determine the order of the nodes on the ring.

When a customer premise node is located in the same building as a CO node, diversity between the two nodes may not be available.

If a customer collocates two customer premise nodes of the same speed, on the same dedicated ring, on the same premises, the additional node will be billed as shown in 30.4 following. This option does not guarantee diversity between these two collocated nodes and the rest of the ring.

The customer will be billed time and material as set forth in Section 13 preceding for any additional charges incurred by the Telephone Company in locating Telephone Company equipment at the customer premises.

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(A) Rate Elements (Cont'd)

(2) Add/Drop Capability

This provides the capability to add/drop lower speed channels from an OC-192 Dedicated Ring node location via OC-48(1), OC-48c(1), OC-12, OC-12c, OC-3 or OC-3c ports. OC-192 Add/Drop Capability at an OC-192 Dedicated SONET Ring Service node location will support any combination of service traffic not to exceed 192 STS-1 equivalents. (C)

(3) Ports

Ports provide access to the ring and to lower speed channels (OC-3, OC-3c, OC-12, OC-12c, OC-48, OC-48c(1)) between nodes. Lower speed channels are accessible at nodes via port terminations.

Accepted interfaces are as follows:

OC-192 Node
OC-3 Ports
OC-12 Ports
OC-48 Ports

OC-3, OC-3c, OC-12, and OC-12c ports may be ordered at CO nodes. Both are available for Service-to-Service Through Connect with Broadband Circuit Service (BCS). BCS is set forth in Section 20.

(1) OC-48/OC-48c riding service is available only to customers purchasing OC-192 Dedicated SONET Ring service and is limited to Customer Premises to Customer Premises port to port orders. OC-48/OC-48c riding service cannot be extended beyond the Customer location nodes. (C) (C) (D)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd) (N)

30.3 Rate Regulations (Cont'd)

(A) Rate Elements (Cont'd)

(4) Mileage

Mileage is charged as specified in 7.4.5, preceding. Fractions of a mile are rounded up to the whole mile for rate calculations. A one-mile minimum will be billed between nodes. A two-node ring configuration has a two-mile minimum, one mile from the wire center node to the customer premises node, and one mile from the customer premises node to the wire center node.

(5) Ring Regenerator

Regenerators provide essential detection and retransmission of the SONET Optical 9.953 Gbps signal between nodes. Regenerators will only be provided as required by the Telephone Company when actual fiber facility distances between nodes exceed inter-nodal design limits (typically 20 to 25 miles). Regenerators will be located exclusively in Telephone Company COs and do not allow ports to access customer service connections. (N)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(B) Dedicated Ring Connection Capacity

Maximum transport capacity of OC-192 Dedicated Ring Service is characterized by the total quantity of individual port-to-port connections allowed between all nodes on the ring.

For OC-192 Dedicated SONET Ring Service, the maximum ring capacity between adjacent nodes is not to exceed 96 STS-1 equivalents.

OC-192 Dedicated SONET Ring Service will provide capability for node-to-node connection of STS-1 or STS-3C channels using OC-3, OC-3c, OC-12, OC-12c, OC-48 or OC-48c(1) ports on the OC-192 ring. (C)

OC-192 Dedicated SONET Ring Service will provide capability for node-to-node connections of STS-12C channels using OC-12c or OC-48 ports on the OC-192 ring. (C)

OC-192 Dedicated SONET Ring Service will provide capability for node-to-node connections of STS-48C channels using OC-48c(1) ports on the OC-192 ring.

(1) OC-48c ports are only available to customers purchasing OC-192 Dedicated SONET Ring Service and are only available at customer premise nodes. OC-48c ports are not available at Central Office nodes. The ring node providing the OC-48c collocation cage can be considered a customer premise node.

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(C) Term Pricing Plan

(1) General Description

OC-192 Dedicated Rings are available for either three or five year Term Pricing Plan (TPP) periods. Monthly recurring charges apply for the nodes, ports and mileage.

(2) Nonrecurring Charges* (C)

Nonrecurring Charges, including the Administrative Charge as set forth in 30.4 following, will apply for those arrangements ordered under the OC-192 Ring TPP. The Access Order Charge does not apply.

(3) Rate Flow Through

Any decreases in recurring tariff rates will be passed on to customers who participate in the TPP. The Telephone Company will notify customers participating in the TPP when monthly rates are decreased.

Should the Telephone Company increase its rates during the TPP period, the customer will pay the increased rates as long as the increase does not exceed the original tariffed rate in effect at the time the customer established service under the TPP.

(4) Adding Nodes to the Ring

If a node is added after the initial installation of the dedicated ring, the new node will carry the same TPP rate as the initial ring and be co-terminus with that TPP. However, if a node is added during the last 12 months of a TPP, the customer will be billed the initial node rate for a minimum period of 12 months. All applicable Nonrecurring Charges as set forth in Section 30.4 following will apply.

(5) TPP Renegotiation

The customer may choose to terminate an existing TPP at any time prior to the end of the three or five year period and negotiate a new TPP without termination liability provided the new TPP meets the following requirements:

(a) The minimum period for the new TPP must be greater than the remaining period currently in effect and

(b) The renegotiated TPP will be based on the current rates. (C)

* For Services ordered under MVP, refer to Section 22.3 (E)(5).

(This page filed under Transmittal No. 25)

30. OC-192 Dedicated SONET Ring Service (Cont'd) (N)

30.3 Rate Regulations (Cont'd)

(C) Term Pricing Plan (Cont'd)

(5) TPP Renegotiation (Cont'd)

When the customer converts to a new TPP, actual time in service for the original TPP will be applied. However, no credits or refunds will apply for the billing of actual time in service for the previous TPP.

(6) Renewal

The customer must provide the Telephone Company with a written notice of intent to renew a TPP no later than 60 days prior to its expiration.

The customer will continue to be billed at the current TPP rates.

If the customer does not renew the TPP, or does not notify the Telephone Company of its intent to renew the TPP, the customer's service will convert to the Monthly Extension rate as set forth in 30.4 following until the customer cancels or renews the service with a new TPP term. Monthly Extension Rates are not available to new subscriptions. (N)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(C) Term Pricing Plan (Cont'd)

(7) Termination of Service

If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Telephone Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and are payable within 30 days of the invoice date, subject to interest penalty on the unpaid balance. (C)

Customer's termination liability for cancellation of service shall be equal to:

(a) all waived and/or unpaid nonrecurring charges, plus; (C)

(b) 50% of all recurring charges for the balance of the customer's team. (C)
(C)
(D)
|
|
|
|
(D)

(D) Moves

(1) Moves within a Customer's Premises

A move involves a change in the physical location of the Point of Termination on the customer's premises. Such moves will be treated as an extension of OC-192 Ring facilities. Extension of OC-192 Ring facilities will be provided, at the customer's request, on a time-sensitive charge basis. The labor rates that apply are set forth in Section 13 preceding (Rates and Charges). There will be no change in the TPP term requirements.

(This page filed under Transmittal No. 21)

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(D) Moves (Cont'd)

(2) Moves of OC-192 Dedicated Ring Nodes

Moves of OC-192 Ring nodes will be provided, at the customer's request, on a time-sensitive charge basis. The charge will not exceed the Nonrecurring Charge for subsequent installation, as specified in Section 30.4(A), for the specific OC-192 Ring node being modified. The labor rates that apply are set forth in Section 13 preceding (Rates and Charges). No change in billing period is required. Termination charges will not apply to moves of OC-192 Ring nodes.

(E) Upgrade to OC-192 Dedicated SONET Ring Service from lower speed services (T)

Customers with three or five year TPPs may at any time upgrade to OC-192 Dedicated SONET Ring service (e.g., OC-48 to OC-192) without incurring the Termination Liability charge, providing the following criteria are met: (T)

- The customer subscribes to a Term Pricing Plan period that is equal to, or greater than 36 months;
- The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- No lapse in service occurs;
- Nonrecurring Charges will apply, when applicable;
- The monthly rates for the new service(s) will be those rates in effect at the time the new service(s) is/are installed;
- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- The billed monthly recurring revenue for the new service is equal to or greater than the billed monthly recurring revenue remaining in the service being converted; and
- Spare facilities and equipment must be available or a nonrecurring upfront payment, which is a Special Construction Charge, may apply.

(F) Migration onto OC-192 Dedicated SONET Ring Service (T)

Billing will commence upon service order completion for all rate elements.

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.3 Rate Regulations (Cont'd)

(G) Shared Network Arrangement

Shared Network Arrangement is a service offering that enables a customer ("Service User") to connect subtending services to an OC-192 Dedicated SONET Ring service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate billing for each. Each customer will be billed for those rate elements associated with their own portion of the service configuration. The Host Subscriber will be responsible for all OC-192 Dedicated SONET Ring Service rate elements, for example, node, ports and mileage, etc. Under no circumstances will the rates or charges for individual rate elements be split. (T)

This offering is limited to service configurations where a Service User orders a subtending service dropped from a Host Subscriber's OC-192 Ring wire center node. Under Shared Network Arrangement, the Telephone Company may share record information with the Host Subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Telephone Company and is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records. (T)

ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.4 Rates and Charges

(A) **Nodes**

Description	USOC	3 year	5 Year	Monthly Extension	
- Customer Premises					
First	GP5AX/GP5++	$22,000.00	$17,650.00	$33,000.00	(T)
Additional	GP5AA/GP5++	19,650.00	15,700.00	29,475.00	(T)
- Central Office	GC5AX/GC5++	19,650.00	15,700.00	29,475.00	(T)

Description	USOC	Nonrecurring Charge	
Nonrecurring charges for subsequent installation			
- Per Node			
Customer Premises	NRBS7	$400.00	(T)
Central Office	NRBSV	325.00	(T)

(B) **Add/Drop Capability**

Description	USOC	3 year	5 Year	Monthly Extension	
Per Arrangement -(per node)(1) not to exceed any configurable combination of ports beyond 192 STS-1 equivalents	MXRGX/MXR++	$12,250.00	$8,685.00	$18,375.00	(T)

(1) Add/Drop charge applies only with initial installation of node equipped with drop capacity.

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ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.4 Rates and Charges (Cont'd)

(C) Ports

Description	USOC	3 Year	5 Year	Monthly Extension	
- Per Node Type					
OC-3,OC-3c at OC-192 Node	S9NEX/S9N++	$150.00	$135.00	$225.00	
OC-12,OC-12c at OC-192 Node	S9NGX/S9N++	375.00	360.00	550.00	
OC-48, OC-48c at OC-192 Node	S9NJX/S9N++	950.00	900.00	1,425.00	(C)

Description	USOC	Nonrecurring Charge	
Nonrecurring charges for subsequent installation			
- Per port type			
OC-3,OC-3c	NRBSW	$400.00	(Z)
OC-12,OC-12c	NRBSZ	400.00	
OC-48, OC-48c	NRBN9	425.00	(Z)

(D) Mileage

Description	USOC	3 Year	5 Year	Monthly Extension
Per mile between nodes(1)	1YAZX/IYA++	$260.00	$220.00	$330.00

(1) A two-node ring configuration has a two-mile minimum, one mile from the CO node to the customer premise node, and one mile from the customer premise node to the CO node.

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ACCESS SERVICE

30. OC-192 Dedicated SONET Ring Service (Cont'd)

30.4 Rates and Charges (Cont'd)

(E) Ring Regenerator

	USOC	3 Year	5 Year	Monthly Extension	
Each (as required)	RGY/RGY++	$9,250.00	$7,400.00	$13,875.00	(T)

Description	USOC	Nonrecurring Charge	
Nonrecurring charges for subsequent installation of Regenerator - Each (as required)	NRBS5	$270.00	(T)

(F) Shared Network Arrangement

Description	USOC	Nonrecurring Charge	
Processing Charge Per Service Order	NRMCL	$30.00	(T)

(G) Installation and Administrative Charges

Description	USOC	Nonrecurring Charge	
Administrative Charge per Service Order	ORCMX	$60.00	(T)
Design and Central Office Connection Charge, per Initial Ring	NRMCK	2,250.00(1)	(T)

(1) Per Ring Charge for Dedicated Ring Service is applied once per original ring installed.

(This page filed under Transmittal No. 23)